Weston & Sampson

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WESTON & SAMPSON ENGINEERS, INC.
100 International Drive, Suite 152
Portsmouth, NH 03801
tel: 603.431.3937

CONTRACT DOCUMENTS

December 2024

CENTENNIAL
Estates Cooperative Inc.
DERRY, NEW HAMPSHIRE

Centennial Estates Pump Station – PFAS Treatment Improvements
NHDES PFAS RLF #36

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ADVERTISEMENT FOR BIDS

Centennial Estates Cooperative, Inc.
Owner

2 Spring Drive, Derry, NH 03038
Address

Separate sealed BIDS for the construction of the Centennial Estates Pump Station – PFAS Treatment Improvements, PRLF-36, will be received at **Weston & Sampson, Attn: Jeff Provost, 100 International Drive, Suite 152, Portsmouth, NH 03801, until 11:00 A.M. local time on January 10th, 2025.** BIDS will then be publicly opened and read aloud.

The scope of work for the Base Bid includes renovation of existing pump station, including but not limited to; demolition and removal of process piping and installation of PFAS treatment pressure vessels, associated electrical equipment and SCADA equipment, relocation of existing chemical feed equipment, and all other proposed elements.

1. Completion time for the project will be calculated as calendar days from the date specified in the "Notice to Proceed" as follows:

   120 calendar days for substantial completion.

   150 calendar days for final completion.

   Liquidated damages will be in the amount of $ 1,275 for each calendar day of delay from the date established for substantial completion, and $ 1,275 for each calendar day of delay from the date established for final completion.

2. Each General Bid shall be accompanied by a Bid Security in the amount of 5% of the Total Bid Price.

3. The successful Bidder must furnish 100% Performance and Payment Bonds and will be required to execute the Contract Agreement within 10 days following notification of the acceptance of his Bid.

4. Any contract or contracts awarded under this Advertisement for Bids are expected to be funded in whole or in part by:

   - A Grant from the NH Department of Environmental Services PFAS Remediation Loan Fund (PRLF)

5. No Bidder may withdraw a Bid within 60 days after the actual date of opening thereof.

6. **There will be a non-mandatory pre-bid meeting scheduled for Thursday December 19th, 2024, at 11:00 A.M. at the Centennial Estates Pump Station (Spring Drive, Derry, NH 03038).** Questions regarding the project shall be directed to Greg Sereni (Sereni.Gregory@wseinc.com), Jeff Provost (provostj@wseinc.com), and Ethan Beaulier (beauliere@wseinc.com). Deadline for questions shall be Friday, January 3rd, 2025.

The Contract Documents may be examined at the following locations:

Weston & Sampson Engineers, Inc., 100 International Drive, Suite 152, Portsmouth NH 03801

Accent Printing, Inc. 99 Chelmsford Road, North Billerica, Massachusetts

Contract Documents may be viewed and downloaded as a Portable Document Format (PDF) file free of charge at www.accentblueprints.com. Copies may be obtained for a fee by completing an order online or by calling 978-362-8038 for each set. Completed orders may be picked up at the office of Accent Printing located at 99 Chelmsford Road, North Billerica, MA 01862 (978-362-8038), from 9 a.m. to 4 p.m. Copies may also be shipped to prospective bidders for an additional charge to cover handling and mailing fees. All payments for printing and shipping are nonrefundable. For addition to the project plan holder's list to guarantee receipt of addenda, it is recommended interested bidders obtain the Contract Documents directly from Accent. Interested bidders will be prompted to register an email address with Accent to access the documents.

Centennial Estates Cooperative, Inc. reserves the right to waive any informality or to reject any or all bids when such action is deemed in the best interests of Centennial Estates Cooperative, Inc. Non-responsive and/or unbalanced bids may be rejected.

INFORMATION FOR BIDDERS

BIDS will be received by Weston & Sampson, on behalf of Centennial Estates Cooperative, Inc. (herein called the "OWNER"), at 100 International Drive, Suite 152, Portsmouth, NH 03801 until 11:00 A.M, January 10th, 2025 and then at said office publicly opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to:

Weston & Sampson, Attn: Jeff Provost at 100 International Drive, Suite 152, Portsmouth, NH 03801

Each sealed envelope containing a BID must be plainly marked on the outside as BID

for Centennial Estates Pump Station – PFAS Treatment Improvements and the envelope should bear on the outside the BIDDER's name, address, and license number if applicable and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at

Weston & Sampson, Attn: Jeff Provost, 100 International Drive, Suite 152, Portsmouth, NH 03801

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID SCHEDULE by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other

person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID BOND payable to the OWNER in the amount of five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsive BIDDERS. When the AGREEMENT is executed, the BONDS of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the AGREEMENT and obtain the PAYMENT BOND and PERFORMANCE BOND within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary AGREEMENT and BOND forms. In case of failure of the BIDDER to execute the AGREEMENT, the OWNER may at his option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) days of receipt of acceptable PAYMENT BOND, PEERFORMANCE BOND and AGREEMENT signed by the party to whom the AGREEMENT was awarded shall sign the AGREEMENT and return to such party an executed duplicate of the AGREEMENT. Should the OWNER not execute the AGREEMENT within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed AGREEMENT. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the AGREEMENT without further liability on the part of either party.

The OWNER may make such investigations as Owner deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the AGREEMENT and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest responsive and responsible BIDDER.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to complete any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the OWNER.

MANUFACTURERS EXPERIENCE

Wherever it may be written that an equipment manufacturer must have a specified period of experience with his product, equipment which does not meet the specified experience period can be considered if the equipment supplier or manufacturer is willing to provide a bond or cash deposit for the duration of the specified time period which will guarantee replacement of that equipment in the event of failure.

PRLF PROJECT SIGN

The Contractor shall construct a sign in accordance with the Standard Detail included in these specifications. The sign shall be erected in a location selected by the Engineer or Owner in coordination with NHDES. The Contractor shall maintain the sign throughout the duration of the contract.

SAFETY AND HEALTH REGULATIONS

This project is subject to all of the Safety and Health Regulations (CFR 29 Part 1926 and all subsequent amendments) as promulgated by the U.S. Department of Labor on June 24, 1974. Contractors shall comply with the requirements of these regulations.

NON-DISCRIMINATION IN EMPLOYMENT

Contracts for work under this proposal will obligate the contractors and sub-contractors not to discriminate in employment practices.

STATE INSPECTION

Work performed on this project shall be subject to inspection by representatives of the NH Department of Environmental Services. Such inspection shall in no sense make the State Government a party to this contract, unless said Government is also the Owner, and will in no way interfere with the rights of either party hereunder.

Representatives of the State of New Hampshire Department of Environmental Services shall be given Right of Access to all portions of the proposed work, including but not limited to actual work site, storage yards, offsite manufacturing and fabricating location and job records.

COPIES OF THE CONTRACT

There shall be at least four (4) executed copies of the Contract to be distributed as follows:

a) One (1) copy each to the Owner, Engineer, and Contractor.
b) One electronic copy in PDF format to the New Hampshire Department of Environmental Services.

NON-RESIDENT CONTRACTORS

The successful bidder, if a corporation established under laws other than the State of New Hampshire, shall file, at the time of the execution of the contract, with the Owner, notice of the name of its resident attorney, appointed as required by the laws of the State of New Hampshire.

The successful bidder, if not a resident of New Hampshire, and not a corporation, shall file, at the time of execution of the contract, with the Owner a written appointment of a resident of the state of New Hampshire, having an office or place of business therein, to be his true and lawful attorney upon whom all lawful processes in any actions or proceedings against him may be served; and in such writing, which shall set forth said attorney's place of residence, shall agree that any lawful process against him which is served on said attorney shall be of the same legal force and validity as if served on him and that the authority shall continue in force so long as any liability remains outstanding against him in New Hampshire. The power of attorney shall be filed in the office of the Secretary of State if required, and copies certified by the Secretary shall be sufficient evidence thereof. Such appointment shall continue in force until revoked by an instrument in writing, designating in a like manner some other person upon whom such processes may be served, which instrument shall be filed in the manner provided herein for the original appointment.

A Non-resident Contractor shall be deemed to be:

a) A person who is not a resident of the State of New Hampshire.
b) Any partnership that has no member thereof resident of the State of New Hampshire.
c) Any corporation established under laws other than those of the State of New Hampshire.

BIDDERS QUALIFICATIONS

No award will be made to any Bidder who cannot meet all of the following requirements:

A. He shall not have defaulted nor turned the work over to the bonding company on any contract within three years prior to the bid date.
B. He shall maintain a permanent place of business.
C. He shall have adequate personnel and equipment to perform the work expeditiously.
D. He shall have suitable financial status to meet obligations incidental to the work.
E. He shall have appropriate technical experience satisfactory to the Engineer and the Division in the class of work involved.
F. He shall be registered with the Secretary of State to do business in New Hampshire.
G. He shall have performed to the satisfaction of the Engineer and the Division on previous contracts of a similar nature.
H. He shall not have failed to complete previous contracts on time, including approved time extensions.

WITHDRAWAL OF BIDS

Prior to Bid Opening, bids may be withdrawn upon written or telegraphic request of the Bidder provided confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for Bid Opening. Bid documents and security of any Bidder withdrawing his bid in accordance with the foregoing conditions will be returned.

END SECTION

BID

Proposal of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of New Hampshire doing business as _____
(Corporation, Partnership, Individual)

To the Centennial Estates Cooperative, Inc. (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK For the construction of Centennial Estates Pump Station – PFAS Treatment Improvements in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to the BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to complete the PROJECT within:

120 consecutive calendar days for substantial completion.

150 consecutive calendar days for final completion.

Liquidated damages will be in the amount of $ 1,275 for each calendar day of delay from the date established for substantial completion and $ 1,275 for each calendar day of delay from the date established for final completion, as provided in Section 18 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

_____

_____

The Bidder shall state below what works of a similar character to that of the proposed contract he has performed, and provide such references as will enable the Owner to judge his experience, skill, and business standing.

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, add separate sheets.

1. Name of Bidder.

2. Permanent Main Office address.

3. When organized?

4. Where incorporated?

5. Is bidder registered with the Secretary of the State to do business in New Hampshire?

6. For how many years has your firm engaged in the contracting business under its present name? Also state names and dates of previous firm names, if any.

7. Contracts on hand. (Schedule these, showing gross amount of each contract and the approximate anticipated dates of completion.)

8. General character of work performed by your company.

9. Have you ever failed to complete any work awarded you in the scheduled contract time, including approved time extensions? ___(Yes) __(No).
If so, where and why?

10. Have you ever defaulted on a contract? ___(Yes) __(No).
If so, where and why?

11. Have you ever had liquidated damages assessed on a contract? _____(Yes) ____(No).
If so, where and why?

12. List the more important contracts recently executed by your company, stating approximate cost for each, and the month and year completed.

13. List your major equipment <u>available for this contract</u>.

14. List your key personnel such as Project Superintendent and foreman available for this contract.

15. List any subcontractors whom you would expect to use for the following (unless this work is to be done by your own organization):

    a. Civil Engineering
    b. Utility Installation
    c. Other work

16. With what banks do you conduct business?

Do you grant the Engineer permission to contact this (these) institutions? ___(Yes) (No)

NOTE: Bidders may be required to furnish their latest financial statement as part of the award process.

Respectfully submitted:

_____	_____
Signature	Address
_____	_____
Title	Date

Being duly sworn, deposes and says that he is

_____ of _____
(Name of Organization)

and that the answers to the foregoing questions and all statements contained therein are true and

correct.

Sworn to before me this _____ day of _____ , 20 _____

_____
Notary Public

My commission expires _____

(Seal - If BID is by Corporation)

ATTEST: _____

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

BID SCHEDULE

Item 1. TOTAL BID: Bidder agrees to perform all of the work described in the specification and shown on the plans for the sum of: _____

_____

_____

Dollars and _____Cents ($_____)

(All entries shall be made clearly in ink or typewritten. Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

The above prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, engineering costs, etc., to cover the finished work of the several kinds called for.

The Bidder understands that all bids for this project are subject to the applicable bidding laws of the State of New Hampshire.

The contract will be awarded to the lowest responsible and eligible bidder based on Base Bid.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

END OF SECTION

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____

_____ as Principal, and

_____ as Surety, are hereby

held and firmly bound unto Centennial Estates Cooperative, Inc. as OWNER

in the penal sum of _____

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____

The Condition of the above obligation is such that whereas the Principal has submitted to

_____

a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for

the Centennial Estates Pump Station – PFAS Treatment Improvements

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (Properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise, the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety , for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____
Principal

By: _____

_____
Surety

By: _____

IMPORTANT-Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state of New Hampshire.

END SECTION

NOTICE OF AWARD

Dated _____ , 20 _____

TO: _____
(BIDDER)

ADDRESS: _____

OWNER'S PROJECT NO: PRLF-36

PROJECT: Centennial Estates Pump Station – PFAS Treatment Improvements

OWNER'S CONTRACT NO: PRLF-36

CONTRACT FOR: Centennial Estates Pump Station – PFAS Treatment Improvements

_____
(Insert name of contract as it appears in the Bid Documents)

You are notified that your Bid dated _____ for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for:

_____

_____

_____
(Indicate total Work, alternates or sections of Work awarded)

The Contract Price of your contract is _____

_____ Dollars ($ _____).

_____ copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. The same number of sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within ten days of receiving this Notice of Award.

1. You must deliver to the OWNER all of the fully executed counterparts of the Agreement including all the Contract Documents. This includes the sets of Drawings. Each of the Contract Documents must bear your signature on (the cover) (every) page.

2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Information for Bidders and General Conditions.

3. (List other conditions precedent).

Failure to comply with these conditions within the time specified will entitle **OWNER** to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after receipt of acceptable performance BOND, payment BOND and agreement signed by the party to whom the Agreement was awarded, the **OWNER** will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

Centennial Estates Cooperative, Inc.
(OWNER)

By _____
(AUTHORIZED SIGNATURE)

_____
(TITLE)

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By _____

The _____ day of _____ , 20 _____

By _____

Title _____

Copy to ENGINEER
(Use Certified Mail, Return Receipt Requested)

END SECTION

AGREEMENT

THIS AGREEMENT, made this _____ day of _____ ,20 _____ by and between Centennial Estates Cooperative, Inc. , hereinafter called **"OWNER"**
(Name of Owner)
and _____ doing business as (an individual,) or (a partnership,) or (a corporation) hereinafter called **"CONTRACTOR" .**

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The **CONTRACTOR** will commence and complete the construction of

Centennial Estates Pump Station – PFAS Treatment Improvements
(Project)

2. The **CONTRACTOR** will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the **PROJECT** described herein.

3. The **CONTRACTOR** will commence the work required by the **CONTRACT DOCUMENTS** within 10 calendar days after the date of the **NOTICE TO PROCEED** unless the period for completion is extended otherwise by the **CONTRACT DOCUMENTS.** Completion time for the project will be calculated as calendar days from the date specified in the **NOTICE TO PROCEED** as follows:

120 calendar days for substantial completion.
150 calendar days for final completion

Liquidated damages will be in the amount of $ 1,275 for each calendar day of delay from the date established for substantial completion and $ 1,275 for each calendar day of delay from the date established for final completion.

4. The **CONTRACTOR** agrees to perform all of the **WORK** described in the **CONTRACT DOCUMENTS** and comply with the terms therein for the sum of $ _____ or as shown in the **BID** schedule.

5. The term "**CONTRACT DOCUMENTS**" means and includes the following:

(A) ADVERTISEMENT FOR BIDS
(B) INFORMATION FOR BIDDERS
(C) BID
(D) BID BOND
(E) NOTICE OF AWARD
(F) AGREEMENT
(G) PAYMENT BOND
(H) PERFORMANCE BOND
(I) CERTIFICATE OF INSURANCE
(J) NOTICE TO PROCEED
(K) CHANGE ORDER(S)
(L) CERTIFICATON OF SUBSTANTIAL COMPLETION
(M) CERTIFICATION OF FINAL COMPLETION
(N) CONTRACTOR'S AFFIDAVIT
(O) CONTRACTOR'S RELEASE
(P) GENERAL CONDITIONS
(Q) SUPPLEMENTAL GENERAL CONDITIONS
(R) SPECIAL CONDITIONS
(S) FEDERAL PROVISIONS, RULES, REGULATIONS AND FORMS
(T) DRAWINGS prepared by:

Weston & Sampson Engineers, Inc.

dated December , 20 24

(U) SPECIFICATIONS prepared or issued by:

Weston & Sampson Engineers, Inc.

_____ , and dated December , 20 24

(V) ADDENDA:

No. _____ , dated _____ , 20 ____
No. _____ , dated _____ , 20 ____
No. _____ , dated _____ , 20 ____
No. _____ , dated _____ , 20 ____
No. _____ , dated _____ , 20 ____

6. The **OWNER** will pay to the **CONTRACTOR** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS.**

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in 4 copies, each of which shall be deemed an original on the date first above written.

OWNER: Centennial Estates Cooperative, Inc.

By: _____

Name: _____
(Please type)

(SEAL)

ATTEST: _____

Name: _____

Title: _____

CONTRACTOR: _____

By: _____

Name: _____

Address: _____

_____

(SEAL)

ATTEST: _____

Name: _____

Title: _____

END SECTION

B-3.1

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____ , hereinafter called Principal,
(Corporation, Partnership or Individual)

and _____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

Centennial Estates Cooperative, Inc.
(Name of Owner)

2 Spring Drive, Derry, NH 03038
(Address of Owner)

hereinafter called **OWNER** and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns, in the total aggregate penal sum of _____ Dollars, ($ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the **OWNER**, dated the _____ day of _____ 20 ____ , a copy of which is hereto attached and made a part hereof for the construction of:

Centennial Estates Pump Station – PFAS Treatment Improvements

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the **WORK** provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such **WORK**, and for all labor cost incurred in such WORK including that be a subcontractor, and to any mechanic or materialman lienholder whether it acquires its lien by operation of State or Federal Law; then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the subcontractors, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the **WORK** to be performed thereunder or the **SPECIFICATIONS** accompanying the same shall in any way affect its obligation on this **BOND**, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the **WORK** or to the **SPECIFICATIONS**.

PROVIDED, FURTHER that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date on which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED FURTHER, that no final settlement between the **OWNER** and the **CONTRACTOR** shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in **4** (number) counterparts, each one of which shall be deemed an original, this _____ day of _____ , 20 ____ .

ATTEST:

_____
Principal

By: _____
(Principal) Secretary

(SEAL) **BY** _____

_____
(Address)

By: _____
Witness as to Principal

_____
(Address)

_____

_____

_____
(Surety)

ATTEST: **BY** _____
Attorney - in - Fact

By _____
Witness as to Surety

_____
(Address)

_____

_____

_____
(Address)

_____

NOTE: Date of **BOND** must not be prior to date of Contract.
If **CONTRACTOR** is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing **BONDS** must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of New Hampshire.

END SECTION

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____ , hereinafter called Principal,
(Corporation, Partnership or Individual)

and _____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

Centennial Estates Cooperative, Inc.
(Name of Owner)

2 Spring Drive, Derry, NH 03038
(Address of Owner)

hereinafter called **OWNER**, in the total aggregate penal sum of _____

_____ Dollars, $ (_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the **OWNER**, dated the _____ day of _____ 20 ___ , a copy of which is hereto attached and made a part hereof for the construction of:

Centennial Estates Pump Station – PFAS Treatment Improvements

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extension thereof which may be granted by the **OWNER**, with or without notice to the Surety and during the one year guaranty period, and if the **PRINCIPAL** shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the **OWNER** from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the **OWNER** all outlay and expense which the **OWNER** may incur in making good any default, then this obligation shall be void: otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to **WORK** to be performed thereunder or the specifications accompanying same shall in any way affect its obligation on this **BOND**, and it does hereby waive notice of any such change, extension of time alteration or addition to the terms of the contract or to the **WORK** or to the specifications.

PROVIDED, FURTHER, that it is expressly agreed that this **BOND** shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the **PRINCIPAL** and the **SURETY** to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this **BOND** and whether referring to this **BOND**, the contract or the loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the **OWNER** and the **CONTRACTOR** shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed **4** (number) counterparts, each one of which shall be deemed an original, this _____ day of _____ , 20 ____ .

ATTEST:

_____
Principal

By: _____
(Principal) Secretary

(SEAL) **BY** _____

_____
(Address)

By: _____
Witness as to Principal

_____
(Address)

_____
(Surety)

ATTEST: **BY** _____
Attorney - in - Fact

By _____
Witness as to Surety

_____
(Address)

_____
(Address)

NOTE: Date of **BOND** must not be prior to date of Contract.
If **CONTRACTOR** is Partnership, all partners should execute BOND

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of New Hampshire

END SECTION

NOTICE TO PROCEED

Dated _____ , 20 ____

TO: _____
(Insert Name of Contractor as it appears in the Bid Documents)

ADDRESS: _____

_____

OWNER'S PROJECT NO. PRLF-36

PROJECT: Centennial Estates Pump Station – PFAS Treatment Improvements

OWNER'S CONTRACT NO. PRLF-36

CONTRACT FOR: Centennial Estates Pump Station – PFAS Treatment Improvements

---

You are notified that the Contract Time under the above contract will commence to run on _____ , 20 ____ . By that date, you are to start performing your obligations under the Contract Documents. In accordance with paragraph 3 of the Agreement, the dates of Substantial Completion and Final Completion are _____ , 20 ____ and _____ , 20 ____ , respectively.

Before you may start any Work at the site, paragraph 27 of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents. Also before you may start any Work at the site, you must:

_____

_____
(add other requirements)

Copy to ENGINEER
(Use certified Mail, return Receipt Requested)

Centennial Estates Cooperative, Inc.
(owner)

By _____
(Authorized Representative)

_____
(Title)

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

_____
(Contractor)

this the _____ , 20 ____

By: _____

_____

_____

Employer Identification Number: _____

END SECTION

CHANGE ORDER

No. _____

PROJECT: Centennial Estates Pump Station – PFAS Treatment Improvements DATE OF ISSUANCE: _____

OWNER: 2 Spring Drive, Derry, NH 03038 (Address)

CONTRACTOR: _____ OWNER's Project No. PRLF-36

CONTRACT FOR: Centennial Estates Pump Station - PFAS Treatment Improvements ENGINEER Weston & Sampson ENGINEER's Project No. ENG24-0825

You are directed to make the following changes in the Contract Documents.
Description:
Purpose of Change Order:
Justification:
Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price $ _____	Original Contract Time _____ (days or date)
Previous Change Orders $ _____	Net change from previous Change Orders _____ (days)
Contract Price prior to this Change Order $ _____	Contract Time prior to this Change Order _____ (days or date)
Net Increase (Decrease) of this Change Order $ _____	Net Increase (decrease) this Change Order _____ (days)
Contract Price with all approved Change Orders $ _____	Contract Time with all Change Orders _____ (days or date)

This document will become a supplement to the CONTRACT and all provisions will apply hereto. The attached Contractor's Revised Project Schedule reflects increases or decreases in Contract Time as authorized by this Change Order.
Stipulated price and time adjustment includes all costs and time associated with the above-described change. Contractor waives all rights for additional time extension for said change. Contractor and Owner agree that the price(s) and time adjustment(s) stated above are equitable and acceptable to both parties.

RECOMMENDED:	APPROVED:	APPROVED:	APPROVED:
By: _____	By: _____	By: _____	By: _____
Engineer	Owner	Contractor	NHDES
_____	_____	_____	_____
Date	Date	Date	Date

END SECTION

B-7.1

CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER's Project No.: PRLF-36 ENGINEER's Project No.: ENG24-0825

Project: Centennial Estates Pump Station – PFAS Treatment Improvements

CONTRACTOR: _____

Contract For: Centennial Estates Pump Station – PFAS Treatment Improvements Contract Date: _____

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

To: Centennial Estates Cooperative, Inc.
(Owner)

And To: _____
(Contractor)

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

_____
(Date of Substantial Completion)

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within _____ calendar days of the above date of Substantial Completion.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as follows:

RESPONSIBILITIES:

OWNER: _____

_____

CONTRACTOR: _____

_____

The following documents are attached to and made a part of this Certificate:

_____

_____

_____

_____

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on _____ , 20 _____

Weston & Sampson
(Engineer)

By: _____

CONTRACTOR accepts this Certificate of Substantial Completion on _____ , 20 _____

_____
(Contractor)

By: _____

OWNER accepts this Certificate of Substantial Completion on _____ , 20 _____

Centennial Estates Cooperative, Inc.
(Owner)

By: _____

END SECTION

CERTIFICATE OF FINAL COMPLETION
NH DEPARTMENT OF ENVIRONMENTAL SERVICES
CLEAN WATER AND DRINKING WATER STATE REVOLVING FUND
(CWSRF/DWSRF)

Owner's Project No. PRLF-36 Engineer's Project No. ENG24-0825

Project Centennial Estates Pump Station – PFAS Treatment Improvements

Owner: Centennial Estates Cooperative, Inc.

Contractor: _____

Engineer: Weston & Sampson

Agreement Date: _____

Notice to Proceed Date: _____

Contractual Substantial Completion Date as modified by Change Orders: _____

Actual Substantial Completion Date: _____

Contractual Final Completion Date as modified by Change Orders: _____

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, Engineer and NHDES, the punch list has been completed and the Work of the Contract is hereby declared to be Finally Complete in accordance with the Contract Documents on:

_____
Date of Final Completion

This Certificate does not constitute an acceptance of any Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents. The Warranty for all Work completed subsequent to the date of Substantial Completion expires one year from the date of this Final Acceptance.

Executed by Engineer on: _____, 20____

By:_____

Contractor Accepts this Certificate of Final Completion on: _____, 20____

By:_____

Owner Accepts this Certificate of Final Completion on: _____, 20____

By:_____

NHDES Accepts this Certificate of Final Completion on: _____, 20____

By:_____

CONTRACTOR'S AFFIDAVIT

STATE OF: New Hampshire

COUNTY OF: _____

Before me, the undersigned, a _____
(Notary Public, Justice of Peace, Alderman)

in and for said County and State personally appeared, _____
(Individual, Partner or duly

_____ who being duly sworn according to law
authorized representative of corporate contractor)

deposes and says that the cost of all the Work, and outstanding claims and indebtedness of whatever nature arising out of the performance of the contract between Centennial Estates Cooperative, Inc.
(Owner)

and _____ of _____
(Contractor) (Address)

dated _____ for the construction of the Centennial Estates Pump Station – PFAS Treatment Improvements
(Project Name)

and necessary appurtenant installations have been paid in full.

_____
(Individual, Partner, or duly authorized representative of corporate contractor)

_____
(Title)

Sworn to and subscribed before me

this _____ day of _____ , 20 ___

_____

_____
Notary Public

END SECTION

CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN

Project/Owner	Contractor
Project: _Centennial Estates Pump Station – _ _____PFAS Treatment Improvements____	Name_____ _____
Address: _2 Spring Drive_____ _Derry_____NH_____03038__ City State Zip	Address:_____ _____ City State Zip
Owner: _Centennial Estates_____	Contractor License:_____
_____Cooperative, Inc._____	Contract Date:_____

TO ALL WHOM IT MAY CONCERN:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Contractor hereby waives, discharges, and releases any and all liens, claims, and rights to liens against the above-mentioned project, and any and all other property owned by or the title to which is in the name of the above-referenced Owner and against any and all funds of the Owner appropriated and available for the construction of said project, and any and all warrants drawn upon or issued against any such funds or monies, which the undersigned Contractor may have or may hereafter acquire or process as a result of the furnishing of labor, materials, and/or equipment, and the performance of Work by the Contractor on or in connection with said project, whether under and pursuant to the above-mentioned contract between the Contractor and the Owner pertaining to said project or otherwise, and which said liens, claims or rights of lien may arise and exist.

The undersigned further hereby acknowledges that the sum of

_____

Dollars ($_____) constitutes the entire ***unpaid*** balance due the undersigned in Connection with said project whether under said contract or otherwise and that the payment of said sum to the Contractor will constitute payment in full and will fully satisfy any and all liens, claims, and demands which the Contractor may have or assert against the Owner in connection with said contract or project.

Dated this ___ day of _____20__

_____
Contractor

Witness to Signature

By_____ By_____

Title_____ Title_____

END SECTION

SECTION 00 31 43

PERMITS

PART 1 – GENERAL

1.01 DESCRIPTION:

This Section provides specific information and defines specific requirements of the Contractor regarding the preparation and acquisition of permits required to perform the work of this project.

1.02 RELATED WORK:

A. Section 01 11 00, CONTROL OF WORK AND MATERIALS

B. Section 01 57 19, ENVIRONMENTAL PROTECTION

1.03 GENERAL REQUIREMENTS:

A. The Owner has obtained or will obtain and pay for the permits listed below, which are required for this project. The Contractor shall assist in obtaining certain permits, as indicated. The Contractor shall obtain and pay for all other permits required, as defined under the Permits subsection of Section 00 72 00, GENERAL CONDITIONS.

Permits by Owner	Status
Local Building Permit	*
Local Electrical Permit	*
NHDES Groundwater Discharge Registration	**
*Contractor shall prepare permit application and obtain the permit after contract is awarded, bearing all expenses. Owner will pay for and/or waive the permit application fee, if applicable.	

**Engineer shall prepare application and obtain the permit after contract is awarded. Contractor shall be responsible for furnishing all equipment necessary to complete the work required by the discharge efforts. See section 46 61 82 for more information on media conditioning and discharge requirements.

PART 2 - PRODUCTS

Not Used.

PART 3 – EXECUTION

3.01 PERFORM WORK IN ACCORDANCE WITH REQUIREMENTS:

A. The Contractor shall perform the work in accordance with the Contract Documents, including the attached permits/order of conditions, and any applicable municipal requirements.

B. Prior to commencing any construction activities, the Contractor shall demonstrate to the Owner and the Engineer, through on-site inspection and submitting copies of permits or approvals, that it is in full compliance with the terms and conditions of all permits specified herein. The Contractor shall maintain full compliance with all permits throughout the performance of the work, and upon request, grant access to permitting authorities to inspect the site for the purpose of verifying such compliance.

END OF SECTION

\\Wse03.local\WSE\Projects\NH\Derry, NH\ENG24-0825 Centennial Estates PFAS Treatment Design\05-Specifications\Division 00-Contract\SECTION 00 31 43 - Permits.docx

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*

a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

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requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.

c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.

d. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

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recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.

23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.

    a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

    b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

    c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.

32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

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33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.

34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.

36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.

39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.

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43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.

44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

46. *Technical Data*

    a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.

    b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

    c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

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1.02 *Terminology*

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*: The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*: The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents;

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

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F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).

B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.

C. *Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

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into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

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ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

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inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

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B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

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established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. Abnormal weather conditions;

3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and

4. Acts of war or terrorism.

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D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:

1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.

2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.

3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;

2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;

3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;

4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and

5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

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B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

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and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;

2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and

3. Technical Data contained in such reports and drawings.

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

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5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;

2. is of such a nature as to require a change in the Drawings or Specifications;

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

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Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;

b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:

1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations;

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3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.

C. *Engineer's Review*: Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;

2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and

4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

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or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

c. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;

2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

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of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

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conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

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Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

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Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

H. Contractor shall require:

    1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

    2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

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L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

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4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

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Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

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6.06 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

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B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that the proposed item:

1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

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2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) has a proven record of performance and availability of responsive service; and

4) is not objectionable to Owner.

b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

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3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:

    a. will certify that the proposed substitute item will:

        1) perform adequately the functions and achieve the results called for by the general design;

        2) be similar in substance to the item specified; and

        3) be suited to the same use as the item specified.

    b. will state:

        1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;

        2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

        3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

    c. will identify:

        1) all variations of the proposed substitute item from the item specified; and

        2) available engineering, sales, maintenance, repair, and replacement services.

    d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

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E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

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H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

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7.09 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

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7.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

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I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

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3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

a. Contractor shall submit the number of Samples required in the Specifications.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

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document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

   a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

   b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

   c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

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d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03. 2.04, and 2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.

B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and

2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

1. Observations by Engineer;

2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. Use or occupancy of the Work or any part thereof by Owner;

5. Any review and approval of a Shop Drawing or Sample submittal;

6. The issuance of a notice of acceptability by Engineer;

7. The end of the correction period established in Paragraph 15.08;

8. Any inspection, test, or approval by others; or

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9. Any correction of defective Work by Owner.

E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

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D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;

2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and

3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

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E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and

3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

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B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.

2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

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9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

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ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

A. Engineer has the authority to reject Work in accordance with Article 14.

B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.

C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

D. Engineer's authority as to changes in the Work is set forth in Article 11.

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E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

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ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

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B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

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1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
   1. A mutually acceptable fixed fee; or
   2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
      a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
      b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
      c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
      d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
      e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
      f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

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11.08 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content*: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.

    a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

    b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

    The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

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Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and

4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

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and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

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2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.

5. Other costs consisting of the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

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consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

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g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. The cost of purchasing, renting, or furnishing small tools and hand tools.

3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

6. Expenses incurred in preparing and advancing Claims.

7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:

a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.

b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:

1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.

2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.

2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

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Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

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thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

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D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

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losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

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or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

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establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

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4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

    a. to supervise, direct, or control the Work;

    b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

    c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;

    d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or

    e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

    a. the Work is defective, requiring correction or replacement;

    b. the Contract Price has been reduced by Change Orders;

    c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

    d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

    e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

    a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

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b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. The Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. The Contract Price has been reduced by Change Orders;

i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

l. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

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submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

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significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.

2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

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d. a list of all duly pending Change Proposals and Claims; and

e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment*: If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

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appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;
2. correct such defective Work;
3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

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F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

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attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

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provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and

2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;

2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

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18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SECTION 00 73 00

SUPPLEMENTARY CONDITIONS

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SUPPLEMENTARY CONDITIONS

AMENDMENTS TO GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC C-700, 2018 edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

ARTICLE 1. DEFINITIONS AND TERMINOLOGY

Delete the words "The individual or entity named as such in the Agreement" in 1.01.A.22 of the General Conditions, “Engineer”, and insert the following in their place:

> "The individual or entity duly appointed by the Owner to undertake the duties and powers herein assigned to the Engineer, acting either directly or through duly appointed representatives."

ARTICLE 2. PRELIMINARY MATTERS

SC-2.02

Delete Paragraph 2.02.A of the General Conditions in its entirety.

Delete paragraph 2.03 A.3 of the General Conditions and replace with the following:

3. a preliminary Schedule of Values for each Lump Sum item listed in the Bid, which includes quantities and prices of items which when added together equal the Lump Sum Bid Price and subdivides the Lump Sum Bid item into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.”

Delete paragraph 2.05 A.3 of the General Conditions and replace with the following.

3. Contractor’s Schedule of Values for Lump Sum Items will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Lump Sum Price to the component parts of the Work associated with the Lump Sum Item.”

ARTICLE 3. CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

SC-3.01

Add the following sentence at the end of Paragraph 3.01A of the General Conditions:

> "...by all. Each and every provision of law and clause required by law to be inserted in these Contract Documents shall be deemed to be inserted herein, and they shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is

not inserted, or if not correctly inserted, then upon the application of either party, the Contract Documents shall forthwith be physically amended to make such insertion."

SC-3.03

Delete the last phrase of paragraph 3.03 A.3 of the General Conditions starting with "had", and substitute the following:

"knew or reasonably should have known thereof."

ARTICLE 4. COMMENCEMENT AND PROGRESS OF THE WORK

SC-4.01

Add a new paragraph immediately after paragraph 4.01A of the General Conditions which is to read as follows:

"B. Notwithstanding the time limitations provided in paragraph 4.01A, the OWNER may desire to commence the Contract Times later than the sixtieth day after the bid opening. The OWNER and CONTRACTOR, upon mutual agreement, may extend the commencement of the Contract Times to any date that they elect. OWNER must obtain CONTRACTOR's approval for extending the time beyond the dates/times stated in the Contract Documents."

SC-4.03

Add a new paragraph immediately after paragraph 4.03A of the General Conditions which is to read as follows:

"B. Engineer may check the lines, elevations and reference marks set by Contractor, and Contractor shall correct any errors disclosed by such check. Such a check shall not be considered as approval of Contractor's work and shall not relieve Contractor of the responsibility for construction of the entire Work in accordance with the Contract Documents. Contractor shall furnish personnel to assist Engineer in checking lines and grades."

SC-4.05

Delete Article 4.05A in its entirety and replace with the following:

"A. The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Owner or the Engineer on account of any delay in the commencement or performance of any of the work or any delay or suspension of any portion of the work, whether such delay is caused by the Owner, the Engineer, or otherwise except as provided for within the prevailing statutes. The Contractor acknowledges that the Contractor's sole remedy for any such delay and/or suspension will be an extension of time as provided in the Contract Documents. The Contractor will under no circumstances be eligible for additional compensation on account of any delay even if an extension of time is granted by the Owner.

Add the following to the paragraph that follows 4.05E.5:

"Accumulating the amount of time required to complete a series of additional work items or delays and adding this time to the original Contract Time will not be considered justification for an extension of time. To justify an extension of Contract Time, the Contractor must prove clearly and convincingly that the critical path for construction has been impacted by circumstances beyond the control of the Contractor and that the CPM schedule cannot be revised to eliminate the need for the requested time extension."

Add the following new paragraphs after paragraph 4.05G of the General Conditions:

"4.06 Liquidated Damages:

A. If the Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contract shall be in default after the time stipulated in the Contract for completing the work. Such damages may be retained from time to time by the Owner from progress payments or any amounts owing to the Contractor, or otherwise collected.

B. The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.

C. It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein as definite and certain length of times if fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract. Provided that the Contractor shall not be charged with liquidated damages of any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; Provided, further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

1) to any preference, priority or allocation order duly issued by the Government;

2) to unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and

3) to any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections C (1) and C (2) above;

D. Provided, further, that the Contractor shall, within thirty (30) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the Contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter."

ARTICLE 5. SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.03

Delete the term "Supplementary Conditions" of paragraph 5.03A of the General Conditions and replace it with "Contract Documents".

Delete the term "Supplementary Conditions" of paragraph 5.03C line 2 of the General Conditions and replace it with "Contract Documents".

SC-5.05

Delete the following words from line 3 of paragraph 5.05 F.1 of the General Conditions:

"...or was not shown or indicated with reasonable accuracy"

SC-5.06

Delete the term "Supplementary Conditions" in paragraph 5.06A of the General Conditions and replace it with "Contract Documents".

Add the following to the first sentence of paragraph 5.06C:

"or unless Contractor caused or contributed to such Hazardous Environmental Condition."

ARTICLE 6. BONDS AND INSURANCE

NOTICE TO CONTRACTOR:

1. Proof of Insurance coverage shall be furnished to the Owner in accordance with the schedule for submittal of Bonds and Agreements.

2. Additionally, refer to Article 2. PRELIMINARY MATTERS, Paragraph SC-2.01 B of the General Conditions.

SC-6.01

Insert these sentences following SC-6.01.A of the General Conditions:

"The Surety Company providing the bonds shall have a rating of A or better within the Best Key Rating Guide and be licensed by the New Hampshire Insurance Department**.** The CONTRACTOR shall pay the premiums for such Bonds."

SC-6.02

"Delete paragraph 6.02D of the General Conditions in its entirety."

Add the following paragraph to paragraph 6.02N:

"The Contractor shall immediately stop work on the Project and shall not resume work until the Contractor provides evidence, to the Owner and Engineer, in the form of an acceptable insurance certificate, of new insurance coverage that replaces all cancelled coverage that is required for the Project."

SC-6.03

Add the following paragraphs to SC-6.03B of the General Conditions:

"6. If the aggregate limits of liability indicated in Contractor's insurance provided in accordance with paragraph 6.03 are not sufficient to cover all claims for damages arising from its operations under this Contract and from any other work performed by it or if the commercial general liability insurance policy of insurance does not provide that the general aggregate limits apply on a per project and per location basis, Contractor shall have the policy amended so that the aggregate limits of liability required by this Contract will be available to cover all claims for damages due to operations under this Contract.

7. Include by endorsement that the insurer shall waive all rights of subrogation in favor of the Owner, Engineer and any other party named in the written contract against whom the insurer must agree to waive rights of subrogation."

Insert "except employer's liability" after the word "insureds" in line 1 of paragraph 6.03C.1.

Add the following paragraphs after 6.03C:

"D. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	**Policy limits of not less than:**
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory

Workers' Compensation and Related Policies	Policy limits of not less than:
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Jones Act (if applicable) *	
Bodily injury by accident—each accident	N/A
Bodily injury by disease—aggregate	N/A
Employer's Liability	
Each accident	$100,000
Each employee	$100,000
Policy limit	$500,000
Stop-gap Liability Coverage***	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	N/A

E. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:

1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
2. damages insured by reasonably available personal injury liability coverage, and
3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

F. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage.
   a. Such insurance must be maintained for three years after final payment.
   b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
4. Underground, explosion, and collapse coverage.
5. Personal injury coverage.
6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10, CG 20 33 and CG 20 37 or insurer's endorsement offering similar coverage. If Contractor demonstrates to Owner that the specified ISO

endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

7. For design professional additional insureds, ISO Endorsement CG 20 32 or insurer's endorsement offering similar coverage.
8. Independent Contractors Coverage.

G. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:

1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
2. Any exclusion for water intrusion or water damage.
3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
4. Any exclusion of coverage relating to earth subsidence or movement.
5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).
6. Any limitation or exclusion based on the nature of Contractor's work.
7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

H. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	**Policy limits of not less than:**
General Aggregate	$2,000,000
Products—Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Bodily Injury and Property Damage—Each Occurrence	$1,000,000

I. I. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	**Policy limits of not less than:**
Combined Single Limit (Bodily Injury and Property Damage)	$1,000,000

J. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	$5,000,000
General Aggregate	$5,000,000

K. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements:* Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limits equivalent to those required in paragraph 6.03Jafter accounting for partial attribution of its limits to underlying policies, as allowed above.

L. *Contractor's Pollution Liability Insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor's Pollution Liability	Policy limits of not less than:
Each Occurrence/Claim	$2,000,000
General Aggregate	$2,000,000

M. *Contractor's Professional Liability Insurance:* If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor's Professional Liability	Policy limits of not less than:
Each Claim	$1,000,000
Annual Aggregate	$1,000,000

SC-6.05

Amend the last sentence of paragraph 6.05A of the General Conditions by striking out the words "held by Owner or Contractor as trustee or fiduciary, or."

SC-6.07

Add the following paragraph 6.07 after paragraph 6.06 of the General Conditions:

“6.07 Owner’s Objections to Contractor’s Insurance Coverage

A. If Owner has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor in accordance with this Article 6 on the basis of its not complying with the Contract Documents, Owner will notify Contractor in writing thereof within thirty days of the date of delivery of such certificates to Owner in accordance with paragraph 6.02D. Contractor will provide such additional information in respect of insurance provided by him as Owner may reasonably request."

ARTICLE 7. CONTRACTOR'S RESPONSIBILITIES

SC-7.02

Delete paragraph 7.02B of the General Conditions in its entirety and replace with the following:

"B. At the site of the Work the Contractor shall employ a full-time construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Engineer and shall be one who will be continued in the capacity for the particular job involved unless the representative ceases to be on the Contractor's payroll. If at any time during the Work the representative is deemed by the Engineer to be no longer acceptable, the representative shall be promptly replaced by the Contractor. All communications to the superintendent or foreman shall be as binding as if given to the Contractor."

SC-7.08

Delete the second sentence in paragraph 7.08A of the General Conditions.

SC-7.13

In line 3 of paragraph 7.13G of the General Conditions change “Supplementary Conditions” to “Contract Documents”.

SC-7.16

In paragraph 7.16C.1 of the General Conditions, delete the word “timely” from the first line.

In paragraph 7.16E.1.b of the General Conditions, delete the word “timely” from the first line.

SC-7.18

Change the phrase “negligent act or omission” to “negligent or wrongful act or omission” in line 11 of paragraph 7.18A of the General Conditions.

Add the following to the end of paragraph 7.18A of the General Conditions:

"The Contractor hereby acknowledges its obligation under the foregoing paragraph to indemnify the Engineer and Owner against judgments suffered because of the Contractor's work and to assume the cost of defending the Engineer and Owner against claims as described in the foregoing paragraph."

ARTICLE 9. OWNER'S RESPONSIBILITIES

SC-9.02

Delete the phrase "provided Contractor makes no reasonable objection to the replacement engineer" in paragraph 9.02A of the General Conditions.

SC-9.06

Delete paragraph 9.06A of the General Conditions in its entirety.

SC-9.09

Insert the following after the first sentence of paragraph 9.09A of the General Conditions:

"However, the Owner shall have the right to direct the Contractor to perform the Work according to any sequence schedule set forth in the Contract Documents or established pursuant thereto."

ARTICLE 10. ENGINEER'S STATUS DURING CONSTRUCTION

SC-10.01

Add a new paragraph 10.01B after paragraph 10.01A of the General Conditions, which is to read as follows:

"B. Nothing contained in the Contract Documents shall be construed to create a contractual relationship of any kind (1) between the Engineer and Contractor, (2) between the Owner and a Subcontractor or Subcontractors, or (3) between any person or entities other than the Owner and Contractor. The Engineer shall, however, be entitled to performance and enforcement of obligations under the Contract Documents intended to facilitate performance of the Engineer's duties."

SC-10.02

Insert the following at the end of paragraph 10.02B of the General Conditions:

"However, the Engineer shall have the right to direct the Contractor to perform the Work according to any sequence schedule set forth in the Contract Documents or established pursuant thereto."

SC-10.03

Delete the last sentence of paragraph 10.03B.

SC-10.07

Insert the following after the first sentence of paragraph 10.07B of the General Conditions:

"However, the Engineer shall have the right to direct the Contractor to perform the Work according to any sequence schedule set forth in the Contract Documents or established pursuant thereto."

ARTICLE 14. TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

SC-14.03

Delete the word "Prompt" at the beginning of paragraph 14.03C of the General Conditions.

SC-14.07

Revise paragraph 14.07A of the General Conditions as follows:

A. Delete the word "seven" and replace it with the word "ten" so that it reads "after ten days' written notice to Contractor."

ARTICLE 15. PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC-15.01

Delete paragraph 15.01B.4 of the General Conditions and insert the following in its place:

"4. Retainage with respect to progress payments will be five percent or, if stipulated, the maximum allowed by law."

Add paragraph 5 to read as follows:

"5. Upon substantial or final completion, the amount of retainage will be reduced to 2% of the total Contract Price plus an additional retainage based on the Engineer's estimate of the fair value of the punch list items and the cost of completing and/or correcting such items of work. As these items are completed or corrected, they shall be paid for out of the retainage until the entire project is declared completed. The final 2% retainage shall be held during the one-year warranty period and released only after the Owner has accepted the project."

Delete the word "immediate" from line 2 of subparagraph 15.01E.2 of the General Conditions.

Delete subparagraph 15.01E.3 of the General Conditions in its entirety.

SC-15.02

Delete paragraph 15.02A in its entirety and insert the following in its place:

"A. Contractor warrants and guarantees that title to all work, material and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than at the time of Application for Payment free and clear of all liens. Contractor shall provide written transfer of title and a certified paid invoice provided by the supplier."

SC-15.03

Delete the third sentence of paragraph 15.03C of the General conditions and replace it with the following:

"Owner shall review the preliminary certificate and make written objection to Engineer as to any provisions of the certificate or attached punch list."

In the same paragraph, delete the phrase "within 14 days after submission of the preliminary certificate to Owner" in the fourth sentence; delete the phrase "within said 14 days" in the fifth sentence.

SC-15.06

Delete from lines 5 and 6 of paragraph 15.06B of the General Conditions the phrase "within 10 days after receipt of the final Application for Payment," in the first sentence.

SC-15.08

Delete paragraph 15.08A of the General Conditions and insert the following in its place:

"A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions: (i) correct such defective work, or, if it has been rejected by Owner, remove it from the site and replace it with work that is not defective, and (ii) satisfactorily correct or remove and replace any damage to other work or the work of others therefrom. If Contractor does not begin the repairs within ten (10) days of receipt of written notification and promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk, loss or damage, Owner may have the defective work corrected or the rejected work removed and replaced, and all claims, costs, losses and damages caused by or resulting from such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor."

ARTICLE 16. SUSPENSION OF WORK AND TERMINATION

SC-16.02

Add a new paragraph immediately after paragraph 16.02 A.4 of the General Conditions which is to read as follows:

"5. If the Work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be sublet, without the previous written consent of Owner, or if the contract or any claim thereunder shall be assigned by Contractor otherwise than as herein specified."

ARTICLE 18. MISCELLANEOUS

SC-18.08

Replace paragraph 18.08A with the following:

"A. The Contractor shall not assign the whole or any part of this Contract or any moneys due or to become due hereunder until thirty (30) days prior notice in writing has been given to the Owner of the intention to assign, which notice shall state the identity and address of the prospective assignee. No assignment shall be made without the Owner's prior written consent. Such consent shall not be unreasonably withheld. In case the Contractor assigns all or any part of the moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations of services rendered or materials supplied for the performance of the work called for in this Contract."

SC-18.11, 18.12

Add the following new paragraphs after paragraph 18.10 of the General Conditions:

"18.11 Liability

It is understood and agreed that members of the Owner or any agent or employees of the Owner signing this Agreement shall not be personally liable hereunder for any action incurred in connection with this Agreement.

18.12 Severability

If any provision of this Agreement shall be invalid or unenforceable to any extent or in any application, then the remainder of this Agreement and of such terms and conditions, except to such extent or in such application, shall not be affected thereby, and each and every term and condition of this Agreement shall be valid and enforced to the fullest extent and in the broadest application permitted by law."

END OF SECTION

SECTION 01 11 00

CONTROL OF WORK AND MATERIALS

PART 1 – GENERAL

Not Used.

PART 2 – PRODUCTS

Not Used

PART 3 - EXECUTION

3.01 HAULING, HANDLING AND STORAGE OF MATERIALS:

A. The Contractor shall, at its own expense, handle and haul all materials furnished by it and shall remove any of its surplus materials at the completion of the work.

B. The Contractor shall provide suitable and adequate storage for equipment and materials furnished by it that are liable to injury and shall be responsible for any loss of or damage to any equipment or materials by theft, breakage, or otherwise.

C. All excavated materials and equipment to be incorporated in the Work shall be placed so as not to injure any part of the Work or existing facilities and so that free access can be had at all times to all parts of the Work and to all public utility installations in the vicinity of the work. Materials and equipment shall be kept neatly piled and compactly stored in such location as will cause a minimum of inconvenience to public travel and adjoining owners, tenants and occupants.

D. The Contractor shall be responsible for all damages to the work under construction during its progress and until final completion and acceptance even though partial payments have been made under the Contract.

3.02 EASEMENTS:

A. Unless approved by the Engineer, the use of easements for ease of access to and egress from other areas of the project will not be permitted.

3.03 OPEN EXCAVATIONS:

A. All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons, and damage to property. The Contractor shall, at its own expense, provide suitable and safe means for completely covering all open excavations and for accommodating travel when work is not in progress.

B. The length of open trench will be controlled by the particular surrounding conditions but shall always be confined to the limits prescribed by the Engineer.

C. If the excavation becomes a hazard, or if it excessively restricts traffic at any point, then special construction procedures shall be taken, such as limiting the length of trench and prohibiting stocking excavated material in the street.

3.04 CARE AND PROTECTION OF PROPERTY:

The Contractor shall be responsible for the preservation of all public and private property, and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the Contractor, such property shall be promptly restored by the Contractor, at its expense, to a condition similar or equal to that existing before the damage was done, to the satisfaction of the Engineer.

3.05 PROTECTION AND RELOCATION OF EXISTING STRUCTURES AND UTILITIES:

A. All existing buildings, utilities, pipes, poles, wires fences, curbings, property line markers and other structures which the Engineer decides must be preserved in place without being temporarily or permanently relocated, shall be carefully supported and protected from damage by the contractor. Should such property be damaged, it shall be restored by the Contractor, at no additional cost to the Owner.

B. The Contractor shall determine the location of all underground structures and utilities (including existing water services, drain lines, electrical lines, and sewers). Services to buildings shall be maintained, and all costs or charges resulting from damage thereto shall be paid by Contractor.

C. When fences interfere with the Contractor's operations, it shall remove and (unless otherwise specified) promptly restore them.

D. On paved surfaces the Contractor shall not use or operate tractors, bulldozers, or other power-operated equipment with treads or wheels which are shaped so as to cut or otherwise damage such surfaces.

E. All property damaged by the Contractor's operations shall be restored to a condition at least equal to that in which it was found immediately before work was begun. Suitable materials and methods shall be used for such restoration.

F. Restoration of existing property and structures shall be carried out as promptly as practicable and shall not be left until the end of the construction period.

3.06 MAINTENANCE OF FLOW:

A. The Contractor shall at its own cost, provide for the flow of sewers and drains interrupted during the progress of the work, and shall immediately cart away and dispose of all offensive matter. The entire procedure of maintaining existing flow shall be fully discussed with the Engineer well in advance of the interruption of any flow.

B. All existing drainage facilities including, but not limited to; brooks, streams, canals, channels, ditches, culverts, catch basins and drainage piping shall be adequately safeguarded so as not to impede drainage or to cause siltation of downstream areas in any manner whatsoever. If the Contractor damages or impairs any of the aforesaid drainage facilities, it shall repair the same within the same day.

C. At the conclusion of the work, the Contractor shall remove all silt in drainage structures caused by its operations as described in Section 01 74 13, CLEANING UP.

3.07 REJECTED MATERIALS AND DEFECTIVE WORK:

A. Materials furnished by the Contractor and condemned by the Engineer as unsuitable or not in conformity with the specifications shall forthwith be removed from the work by the Contractor, and shall not be made use of elsewhere in the work.

B. Any errors, defects or omissions in the execution of the work or in the materials furnished by the Contractor, even though they may have been passed or overlooked or have appeared after the completion of the work, discovered at any time before the final payment is made hereunder, shall be forthwith rectified and made good by and at the expense of the Contractor and in a manner satisfactory to the Engineer.

C. The Contractor shall reimburse the Owner for any expense, losses or damages incurred in consequence of any defect, error, omission or act of the Contractor or its employees, as determined by the Engineer, occurring previous to the final payment.

3.08 SANITARY REGULATIONS:

Sanitary conveniences for the use of all persons employed on the work, properly screened from public observation, shall be provided in sufficient numbers in such manner and at such locations as may be approved. The contents shall be removed and disposed of in a satisfactory manner as the occasion requires. The Contractor shall rigorously prohibit the committing of nuisances within, on or about the work. Any employees found violating these provisions shall be discharged and not again employed on the work without the written consent of the Engineer. The sanitary conveniences specified above shall be the obligation and responsibility of the Contractor.

3.09 SAFETY AND HEALTH REGULATIONS:

This project is subject to the Safety and Health regulations of the U.S. Department of Labor set forth in 29 CFR, Part 1926, and to the New Hampshire Law RSA, Title XXIII: Labor. The Contractor shall be familiar with the requirements of these regulations.

3.10 SITE INVESTIGATION:

The Contractor acknowledges that it has satisfied itself as to the conditions existing at the site of the work, the type of equipment required to perform this work, the quality and quantity of the materials furnished insofar as this information is reasonably ascertainable from an inspection of the site, as well as from information presented by the drawings and specifications made a part of this contract. Any failure of the Contractor to acquaint itself with available information will not relieve it from the responsibility for estimating properly the difficulty or cost of successfully performing the work. The Owner assumes no responsibility for any conclusion or interpretation made by the Contractor on the basis of the information made available by the Owner.

3.11 HANGERS, PADS, AND SUPPORTS:

A. Unless otherwise indicated, hangers and supports shall be by the trade providing the supported item.

B. Except where detailed or specified, design of hangers and supports shall be the responsibility of the Contractor. All parts of such hangers or supports shall be designed in accordance with accepted engineering practice, using a factor of safety of at least 2½.

C. When proprietary hangers, etc., are supplied, satisfactory evidence of the strength of such items shall be furnished.

D. Hangers for items hung from steel and concrete shall be centered on the vertical center of gravity of the beam.

E. Locations and sizes of openings, sleeves, concrete pads, steel frames, and other equipment supports are indicated on the drawings for bidding purposes only. Final sizes and locations of such items shall be obtained from the shop drawings.

3.12 SLEEVES, HOLES, HANGERS, INSERTS, ETC.:

A. Except where holes and openings are dimensioned, and hangers, inserts, and supports are fully called for on the architectural and structural drawings (or reference is made thereon to drawings containing such information) to accommodate mechanical or electrical items, they shall be by the mechanical or electrical trade concerned.

B. Sleeves, inserts, anchors, etc., supplied under the mechanical and electrical contracts in sufficient time to so permit, shall be set in concrete, masonry, etc., or fastened to steel deck, etc., by the respective architectural or structural trade. Where not supplied in sufficient time, installation of such items shall be the responsibility of the mechanical or electrical trade involved.

C. Nailers and other wood members attached to steel or masonry, for which fasteners are not indicated on the design drawings or in the specification, shall be fastened with the equivalent of ½-inch diameter bolts at 3 feet o.c.

D. Openings for mechanical and electrical items in finished areas of the building shall be closed off with near escutcheon plates or similar closures. These closures shall be by the mechanical or electrical trade involved.

3.13 ROOF PROTECTION:

Where work must be performed over completed roofing, the roofing shall be protected by 2 layers of ½-inch thick plywood, laid with joints in the second layer offset 1/2 sheet width and length from joints in the first layer. No material shall be stored or work performed on areas of roof which are not so protected.

3.14 WEATHER PROTECTION:

The General Contractor shall install weather protection and shall furnish adequate heat in the area so protected during the months of November through March to prevent freezing and damage to existing equipment.

3.15 ELECTRIC SERVICE:

A. The Contractor shall make all necessary applications and arrangements and pay for all fees and charges for electrical energy for power and light necessary for the proper completion of this contract during its entire progress. The Contractor shall provide and pay for all temporary wiring, switches, connections, and meters.

B. There shall be sufficient electric lighting so that all work may be done in a workmanlike manner where there is not sufficient daylight.

END OF SECTION

SECTION 01 12 16

SCOPE AND SEQUENCE OF WORK

PART 1 – GENERAL

1.01 WORK INCLUDED:

A. The scope of work for the Bid includes renovation of existing pump station, including but not limited to; installation of PFAS treatment pressure vessels, and all other proposed elements.

1.02 RELATED WORK:

A. SECTION 01 11 00 – CONTROL OF WORK AND MATERIALS

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.01 GENERAL:

A. The Contractor shall be responsible for scheduling its activities and the activities of any subcontractors involved, to meet the completion date, or milestones, established for the contract. Scheduling of the work shall be coordinated with the Owner and Engineer.

B. The Construction Sequence Requirements shall be used by the Contractor to form a complete schedule for the project, which shall be coordinated with the Owner and Engineer. Prior to performing any work at the site, the Contractor shall submit a detailed plan to the Engineer for review. The plan shall describe the proposed sequence, methods, and timing of the work.

C. Substantial completion is defined as delivery, startup, and beneficial use of the proposed treatment system, and supporting process and electrical equipment. Final Completion is defined as completion of the project punch list.

3.02 CONSTRUCTION SEQUENCING REQUIREMENTS:

A. The Contractor shall schedule all work so that the existing pump station can maintain daily operation. The pump station typically operates for 8 hours each day to support the typical demands of the association. Daily operation shall be defined as maintaining all treatment process' required to provide normal use to the Owner for daily water

supply needs. The pump station shall not be offline without prior authorization from the Owner and shall be limited to 8 hours offline upon approval from the Owner.

B. Sequencing of construction shall consider the needs and schedule of the operation of the facilities such that they are not adversely affected by the work being performed by the Contractor. The Contractor shall make provisions for the Owner for continuous operation of the pump station such that construction sequencing does not conflict with the delivery of potable water and normal operations of the pump station. The pump station shall not be offline without prior authorization from the Owner and shall be limited to 8 hours offline upon approval from the Owner.

C. All existing processes must remain operational and able to perform their intended use at all times except where specifically allowed herein. Unless shutdown of a system is allowed, temporary systems shall be provided by the Contractor to ensure permit compliance and treatment process capability. Any temporary system must be approved by the Engineer, in place, tested and operational prior to taking existing process equipment offline.

D. The Contractor shall provide a written schedule of construction sequencing and shall obtain the Engineer's approval of said schedule prior to the demolition or deactivation of any systems. The construction sequencing schedule shall include a written description of any proposed temporary measures that will be taken to maintain operations and shall be updated on a monthly basis, or whenever operations require a modification to the proposed sequencing. The Contractor shall provide the operations staff a daily update of proposed work so as to assure that it is coordinated in a manner that does not adversely affect the water treatment process.

E. No treatment process, pumps, piping, valves, basins, or other equipment shall be taken offline in any manner, without written 36-hour notification to the Engineer and Owner. Written approval must be received from the Owner that authorizes the equipment can be temporarily offline.

END OF SECTION

SECTION 01 14 00

SPECIAL PROVISIONS

PART 1 - GENERAL

Not used

PART 2 - PRODUCTS

Not used

PART 3 - EXECUTION

3.01 WATER FOR CONSTRUCTION PURPOSES:

A. In locations where water is in sufficient supply, the Contractor may be allowed to use water without charge for jetting backfill and other construction purposes. The express approval of the Owner shall be obtained before water is used. Waste of water by the Contractor shall be sufficient cause for withdrawing the privilege of unrestricted use.

B. If no water is available, the Contractor shall supply water at no additional cost to the Owner.

3.02 PIPE LOCATION:

Pipe shall be located substantially as indicated on drawings. The Owner reserves the right, acting through the Engineer, to make such modifications as may be deemed desirable to avoid interference with existing structures or for other reasons.

3.03 DIMENSIONS OF EXISTING STRUCTURES:

Where the dimensions and locations of existing structures are of critical importance in the installation or connections of new work, the Contractor shall verify such dimensions and locations in the field before the fabrication of any material or equipment that is dependent on the correctness of such information.

3.04 OCCUPYING PRIVATE PROPERTY:

The Contractor shall not enter upon nor occupy with men, equipment or materials any property outside of the Owner's easements, except with the written consent of the property owner or property owner's agent.

3.05 EXISTING UTILITY LOCATIONS – CONTRACTOR'S RESPONSIBILITY:

A. The location of existing underground services and utilities shown on the drawings is based on available records. It is not warranted that all existing utilities and services are

shown, or that shown locations are correct. The Contractor shall be responsible for having the utility companies locate their respective utilities on the ground prior to excavating.

B. To satisfy the requirements of New Hampshire Statute RSA-374, Section 47-56 the Contractor shall, at least 72 hours, exclusive of Saturdays, Sundays and holidays, prior to excavation in the proximity of telephone, gas, cable television and electric utilities, notify the utilities concerned by calling "DIG SAFE" at telephone number: 1-888-344-7233.

C. The Contractor shall coordinate all work involving utilities and shall satisfy itself as to the existing conditions of the areas in which it is to perform its work. It shall conduct and arrange its work so as not to impede or interfere with the work of other contractors working in the same or adjacent areas.

3.06 COORDINATION OF WORK:

The General Contractor shall be responsible for coordinating its own work as well as that of any subcontractors. It shall be responsible for notification of the Engineer when each phase of work is expected to begin and the approximate completion date.

3.07 TIME FOR COMPLETION OF CONTRACT:

The time for completion of this contract is stipulated in the Form of/for General Bid. The Bidder shall base its bid on completing the proposed work by the completion date stipulated in Section A-3 BID.

3.08 MAINTENANCE OF TRENCH SURFACE:

If applicable, after backfilling and compacting the trench, the Contractor shall be responsible for keeping the ground surface dry and passable at all times until the surface has been restored to original conditions.

3.09 DESIGN OF EQUIPMENT:

Attention is directed to the fact that the layout of certain equipment is based on that of one manufacturer. If other equipment is submitted for approval, the Contractor shall prepare and submit for approval at its expense, detailed structural, mechanical and electrical drawings, equipment lists, maintenance requirements, and any other data required by the Engineer, showing all necessary changes and embodying all special features of the equipment it proposes to furnish. Such changes, if approved, shall be made at the expense of the Contractor.

3.10 SERVICES OF MANUFACTURER'S REPRESENTATIVE:

A. The Contractor shall arrange for a qualified service representative, at a time suitable to the Engineer, from the company manufacturing or supplying certain equipment as indicated on the detailed specifications, to perform the duties described herein.

B. After installation of the listed equipment has been completed and the equipment is presumably ready for operation, but before others operate it the representative shall inspect, operate, test, and adjust the equipment. The inspection shall include, but shall not be limited to, the following points as applicable:

1. Soundness (without cracks or otherwise damaged parts); completeness in all details, as specified; correctness in setting, alignment, and relative arrangement of various parts; adequacy and correctness of packing, sealing and lubricants.

2. The operation, testing, and adjustment shall be as required to prove that the equipment is left in proper condition for satisfactory operation under the conditions specified. Where called for in the specifications, vibration readings shall be made and the equipment balanced accordingly.

3. On completion of its work, the Contractor shall submit in triplicate to the Engineer the manufacturer's or supplier representative's complete signed report of the results of its inspection, operation, adjustments, and test. The report shall include detailed descriptions of the points inspected, tests and adjustments made, quantitative results obtained if such are specified, and suggestions for precautions to be taken to ensure proper maintenance. The report shall also include a certificate that the equipment conforms to the requirements of the contract and is ready for permanent operation and that nothing in the installation will render the manufacturer's warranty null and void.

4. After the Engineer has reviewed the reports from the manufacturer's representative, the Contractor shall make arrangements to have the manufacturer's representative present when the field acceptance tests are made.

3.12 PROJECT SIGN:

A. The project sign shall be as shown on the drawing immediately following this section of the specifications. The sign shall be erected within ten (10) days after the construction contract is awarded. The sign shall be fabricated, erected, and maintained by the Contractor.

B. The Contractor shall provide adequate support for the sign as determined by the Engineer. All supports, trim, and back of sign shall be painted with at least two coats of exterior paint.

C. The project sign shall be maintained by the Contractor in good condition at all times for the duration of construction. The Contractor shall remove the sign upon completion of construction.

3.13 COMPLIANCE WITH PERMITS:

A. The Contractor shall perform all work in conformance with requirements of the Permits, which appear in Section 00 31 43 – PERMITS.

3.14 CUTTING, FITTING AND PATCHING:

A. The Contractor shall do all cutting, fitting, or patching of its work that may be required to make its several parts come together properly and fit it to receive or be received by work of other Contractors, as shown upon or reasonably implied by the drawings and the specifications for the completed structure, including all existing work.

B. The Contractor shall not endanger any work by cutting, digging, or otherwise and shall not cut or alter the work of any other Contractor, save with the consent of the Engineer.

C. All holes or openings required to be made in new or existing work, particularly at pipe, conduit, or other penetrations not covered by escutcheons or plates shall be neatly patched. All such holes shall be made completely watertight as approved by the Engineer.

D. Size and locations of holes required in steel, concrete, or other structural or finish materials for piping, wiring, ducts, etc., which have not been located and detailed on the drawings shall be approved by the Engineer prior to layout and cutting thereof. All holes shall be suitably reinforced as required by the Engineer.

E. Workmanship and materials of patching and repair work shall match the adjacent similar work and shall conform to the applicable sections of the specification. Patches and joints with existing work shall provide, as applicable in each case, visual, structural, and waterproofing continuity.

3.15 PROTECTION OF AQUIFER:

The Contractor’s attention is directed to the fact that the construction area is located within the watershed of the existing water supply. The Contractor shall take extra precautions to ensure that no pollutants enter the groundwater table from the construction area. The Contractor shall not store fuels or other hazardous materials or potential contaminants on the construction site. In the event of a spill, the Contractor shall immediately notify the Engineer.

3.16 CONTRACTOR'S REPRESENTATIVE:

The Contractor shall designate a representative who will be available to respond to emergency calls by the Owner at any time day and night and on weekends and holidays should such a situation arise.

3.17 OPERATOR TRAINING:

A trained representative of the manufacturer of all equipment shall instruct the plant operating personnel on the operation and maintenance of the equipment. The Owner reserves the right to videotape all training sessions.

3.18 HOURS OF CONSTRUCTION ACTIVITY:

A. The Contractor shall conduct all construction activity between 8:00 a.m. and 5:00 p.m., Monday through Friday. No construction work shall be allowed on Saturdays, Sundays or Holidays without written authorization from the Owner.

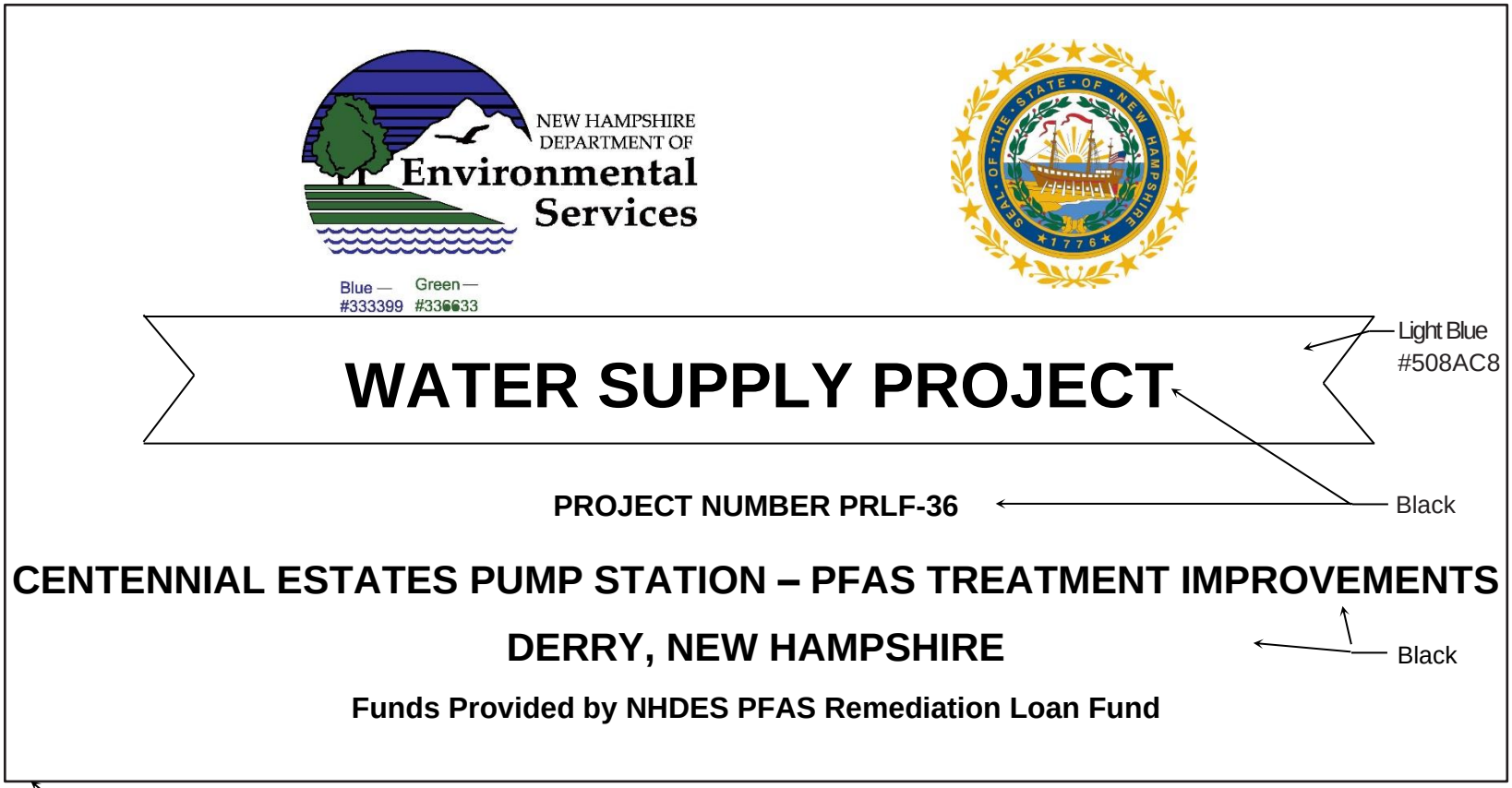
B. The Owner's operator will provide personnel for assistance in locating and operating valves at no cost to the Contractor during the Owner's normal working hours **(Monday through Friday 9:00 a.m. to 3:00 p.m.**). When the Contractor requires this assistance outside of the Owner's normal working hours the cost will be incurred by the Contractor at the prevailing overtime rate of pay for the personnel providing the assistance. The Owner will bill the Contractor directly.

3.19 CONSTRUCTION CREWS:

The Contractor shall not increase the number of construction crews assigned to the work without providing one-week advance notice to the Engineer.

END OF SECTION

PFAS RLF Temporary Construction Project Sign – Remediation Loan Fund only


NEW HAMPSHIRE
DEPARTMENT OF
Environmental
Services
Blue — #333399
Green — #336633
WATER SUPPLY PROJECT
Light Blue #508AC8
PROJECT NUMBER PRLF-36
Black
CENTENNIAL ESTATES PUMP STATION – PFAS TREATMENT IMPROVEMENTS
DERRY, NEW HAMPSHIRE
Black
Funds Provided by NHDES PFAS Remediation Loan Fund
4'-0" x 8'-0" x 3/4" HIGH DENSITY OVERLAY PLYWOOD SIGNBOARD OR OTHER APPROVED MATERIAL SUITABLE FOR SIGNS
PROVIDE 4" x 4" SIGN POSTS OR OTHER ADEQUATE SUPPORTS TO MOUNT SIGN AT APPROVED LOCATION

SECTION 01 22 00

MEASUREMENT AND PAYMENT

1. GENERAL

A. The following sections describe the measurement and payment for the work to be done under the respective items listed in the BID.

B. The lump sum price stated in the BID shall constitute full compensation as herein specified, for all of the work completed in accordance with the drawings and specifications. All other activities required in connection with performance of the work, including all work required under Division 1, GENERAL REQUIREMENTS, whether described in the contract documents or mandated by applicable codes, permits and laws, will not be separately paid for unless specifically provided for in the form of general bid, but will be considered to be incidental to performance of the overall project.

2. BID

The lump sum price for BID shall constitute full compensation for furnishing all labor, materials, tools and equipment and construction of the project, complete, as shown on the drawings and called for in the specifications for the renovation of existing Centennial Estates Pump Station. The renovation of the pump station includes but is not limited to; installation of PFAS treatment pressure vessels and all other proposed elements.

If changes are made in the design which is called for in the specifications in the original contract and should such changes increase or decrease the quantity of work to be performed, an adjustment will be made therefor based on written change order. No work shall be performed under the change order without written order of the Engineer.

END OF SECTION

SECTION 01 33 23

SUBMITTALS

PART 1 - GENERAL

1.01 WORK INCLUDED:

A. The Contractor shall provide the Engineer with submittals as required by the contract documents.

1.02 RELATED WORK:

A. Divisions 1 – 46 of these specifications that require submittals.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.01 GENERAL:

A. As required by the General Conditions, Contractor shall submit a schedule of shop and working drawing submittals.

B. The Contractor shall submit the shop and working drawing submittals either electronically or hard copy.

3.02 ELECTRONIC SUBMITTALS:

A. In accordance with the accepted schedule, the Contractor shall submit promptly to the Engineer by email (Elardo.Nicola@wseinc.com) or on Compact Disc (mail to Weston & Sampson Engineers, attention: Nicola Elardo), one electronic copy in Portable Document Format (PDF) of shop or working drawings required as noted in the specifications, of equipment, structural details and materials fabricated especially for this Contract.

B. Each electronic copy of the shop or working drawing shall be accompanied by the Engineer's standard shop drawing transmittal form, included as Exhibit 1 of this section (use only for electronic submittals), on which is a list of the drawings, descriptions and numbers and the names of the Owner, Project, Contractor and building, equipment or structure.

C. The Contractor shall receive a shop drawing memorandum with the Engineer's approval or comments via email.

3.03 HARD COPY SUBMITTALS:

A. In accordance with the accepted schedule, the Contractor shall submit promptly to the Engineer, by mail (to Weston & Sampson Engineers, attention: Nicola Elardo), four (4) copies each of shop or working drawings required as noted in the specifications, of equipment, structural details and materials fabricated especially for this Contract.

B. Each shipment of drawings shall be accompanied by the Engineer's (if applicable) standard shop drawing transmittal form on which is a list of the drawings, descriptions and numbers and the names of the Owner, Project, Contractor and building, equipment or structure.

3.04 SHOP AND WORKING DRAWINGS:

A. Shop and working drawings shall show the principal dimensions, weight, structural and operating features, space required, clearances, type and/or brand of finish of shop coat, grease fittings, etc., depending on the subject of the drawings. When it is customary to do so, when the dimensions are of particular importance, or when so specified, the drawings shall be certified by the manufacturer or fabricator as correct for this Contract.

B. All shop and working drawings shall be submitted to the Engineer by and/or through the Contractor, who shall be responsible for obtaining shop and working drawings from its subcontractors and returning reviewed drawings to them. All shop and working drawings shall be prepared on standard size, 24-inch by 36-inch sheets, except those, which are made by changing existing standard shop or working drawings. All drawings shall be clearly marked with the names of the Owner, Project, Contractor and building, equipment or structure to which the drawing applies, and shall be suitably numbered. Each shipment of drawings shall be accompanied by the Engineer's (if applicable) standard shop drawing transmittal form on which is a list of the drawings, descriptions and numbers and the names mentioned above.

C. Only drawings that have been prepared, checked and corrected by the fabricator should be submitted to the Contractor by its subcontractors and vendors. Prior to submitting drawings to the Engineer, the Contractor shall check thoroughly all such drawings to satisfy himself that the subject matter thereof conforms to the Contract Documents in all respects. Shop drawings shall be reviewed and marked with the date, checker's name and indication of the Contractor's approval, and only then shall be submitted to the Engineer. Shop drawings unsatisfactory to the Contractor shall be returned directly to their source for correction, without submittal to the Engineer. Shop drawings submitted to the Engineer without the Contractor's approval stamp and signature will be rejected. Any deviation from the Contract Documents indicated on the shop drawings must be identified on the drawings and in a separate submittal to the Engineer, as required in this section of the specifications and General Conditions.

D. The Contractor shall be responsible for the prompt submittal and resubmittal, as necessary, of all shop and working drawings so that there will be no delay in the work due to the absence of such drawings.

E. The Engineer will review the shop and working drawings as to their general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Corrections of comments made on the drawings during the review do not relieve the Contractor from compliance with requirements of the Contract Documents. The Contractor is responsible for: confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating its work with that of all other trades; and performing its work in a safe and satisfactory manner. The review of the shop drawings is general and shall not relieve the Contractor of the responsibility for details of design, dimensions, code compliance, etc., necessary for interfacing with other components, proper fitting and construction of the work required by the Contract and for achieving the specified performance. The Engineer will review submittals two times: once upon original submission and a second time if the Engineer requires a revision or corrections. The Contractor shall reimburse the Owner amounts charged to the Owner by the Engineer for performing any review of a submittal for the third time or greater.

F. With few exceptions, shop drawings will be reviewed and returned to the Contractor within 30 days of submittal.

G. No material or equipment shall be purchased or fabricated especially for this Contract nor shall the Contractor proceed with any portion of the work, the design and details of which are dependent upon the design and details of equipment or other features for which review is required, until the required shop and working drawings have been submitted and reviewed by the Engineer as to their general conformance and compliance with the project and its Contract Documents. All materials and work involved in the construction shall then be as represented by said drawings.

H. Two copies of the shop and working drawings and/or catalog cuts will be returned to the Contractor. The Contractor shall furnish additional copies of such drawings or catalog cuts when it needs more than two copies or when so requested.

3.05 SAMPLES:

A. Samples specified in individual Sections include, but are not necessarily limited to, physical examples of the work such as sections of manufactured or fabricated work, small cuts or containers of materials, complete units of repetitively-used products, color/texture/pattern swatches and range sets, specimens for coordination of visual effect, graphic symbols, and units of work to be used by the Engineer or Owner for independent inspection and testing, as applicable to the work.

B. The number of samples submitted shall be as specified. Submittal and processing of samples shall follow the procedures outlined for shop and working drawings unless the specifications call for a field submittal or mock-up.

C. Acceptance of samples will be acknowledged via a copy of the transmittal noting status. When samples are not acceptable, prompt resubmittal will be required.

3.06 OPERATING AND MAINTENANCE MANUALS AND SPARE PARTS LISTS:

A. Submit operation and maintenance manuals and spare parts lists in accordance with Section 01 33 23.13 SUBMITTAL OF OPERATION AND MAINTENANCE MANUALS.

END OF SECTION

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EXHIBIT 1 TO SECTION 01 33 23 SUBMITTALS

SHOP DRAWING TRANSMITTAL FORM

Shop Drawing Transmittal

Weston & Sampson Engineers, Inc.

Instruction for Preparing Transmittal

No action will be taken on any item unless accompanied by this form.
TRANSMITTAL NOS. to be consecutive (1, 2, 3, etc.).
Each resubmittal of same item shall use same number with suffix letter (A, B, etc.).
SPEC. SECT. NO: Only one spec. section no. to each transmittal.
DESCRIPTION: Complete identification of document or group of documents.
SOURCE: Originator of document(s) being submitted.

DRAWING NO: Identification of document(s).
CONTRACT DRAWING REFERENCE: Contract drawing number(s) showing details of document(s).
SPECIAL INSTRUCTIONS: Special cases and emergencies, changes in distribution and special handling requests, etc. should be entered here.
SIGNATURE OF CONTRACTOR: Signature of individual who reviews and approves material prior to submittal to engineer.

THIS SECTION TO BE COMPLETED BY CONTRACTOR

TRANSM. NO.	SPEC. SECT. NO.	DATE	CONTRACTORS JOB NO.	W&S JOB NO.

PROJECT NAME & CONTRACT NO.	LOCATION

TO	FROM
Weston & Sampson Engineers, Inc. 100 International Drive, Suite 152 Portsmouth, NH 03801	

						BY W&S	
ITEM NO.	DESCRIPTION	SOURCE	DRAWING NO. CATALOG NO. BROUCHURE, ETC	NO. OF COPIES	CONTRACT DRAWING REF.	ACTION CODE	REVIEWED BY
1							
2							
3							
4							

THIS CERTIFIES THAT ALL ITEMS SUBMITTED HEREWITH HAVE BEEN CHECKED BY THE CONTRACTOR, ARE IN CONFORMANCE WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS, EXCEPT AS NOTED, AND ARE APPROVED BY THE CONTRACTOR FOR THIS PROJECT.	SIGNATURE & TITLE	

THIS SECTION TO BE COMPLETED BY W&S

ACTION CODE:
1. FURNISH AS SUBMITTED
2. FURNISH AS NOTED
3. REVISE AND RESUBMIT
4. REJECTED- SEE REMARKS
5. ACKNOWLEDGEMENT
6. SUBMITTAL NOT REQUIRED, RETURNED WITHOUT REVIEW

a. INSTALLATION SHALL PROCEED ONLY WHEN ACTION CODE IS 1 OR 2
b. ACTION CODED 3 SHALL BE RESUBMITTED WITHIN TIME LIMIT SET IN CONTRACT
c. REVIEW DOES NOT RELIEVE CONTRACTOR FROM RESPONSIBILITY OF COMPLIANCE WITH ALL REQUIREMENTS OF THE CONTRACT DOCUMENTS

Weston & Sampson Engineers, Inc.

SECTION 01 33 23.13

SUBMITTAL OF OPERATION AND MAINTENANCE MANUALS

PART 1 - GENERAL:

1.01 OPERATION AND MAINTENANCE MANUALS:

A. As required by the General Conditions, and Section 01 92 13 OPERATION AND MAINTENANCE MANUALS and Technical Specifications, the Contractor shall submit a schedule of Operation and Maintenance Manuals.

B. In accordance with the schedule, the Contractor shall submit promptly to the Engineer, through its authorized resident representative at the job site, or by mail, attention: Nicola Elardo, four (4) copies each of Operation and Maintenance Manual required as noted in the technical specifications sections for this Contract.

C. The manuals shall be prepared in accordance with Specification Section 01 92 13 - OPERATION AND MAINTENANCE MANUALS.

D. Such manuals shall show the principal dimensions, weight, structural and operating features, space required, clearances, type and/or brand of finish or shop coat, grease fittings, etc., depending on the subject of the drawings.

E. All manuals shall be submitted to the Engineer by and/or through the Contractor, who shall be responsible for obtaining manuals from its subcontractors and returning reviewed manuals to them. A Weston & Sampson standard shop drawing transmittal form with a description of the manual shall accompany each shipment of manuals.

F. The Contractor shall be responsible for the prompt submittal and resubmittal, as necessary, of all manuals so that there will be no delay in the startup operation of the facility due to the absence of such manuals.

G. The Engineer will review the manuals as to their general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Corrections of comments made in the manuals during the review does not relieve the Contractor from compliance with requirements of the Contract Documents.

H. With few exceptions, O&M Manuals will be reviewed and returned to the Contractor within 30 days of submittal.

1.02 RELATED WORK:

A. Section 01 33 23 SUBMITTALS

B. Section 01 78 00 PROJECT CLOSEOUT

C. Section 01 92 13 OPERATION AND MAINTENANCE MANUALS

1.03 SUBMITTAL OF OPERATION AND MAINTENANCE MANUALS AND SPARE PARTS LISTS:

A. Where reference is made in technical specification sections to operating and maintenance manuals and/or spare parts lists, the Contractor shall submit **four** copies to the Engineer for review in accordance with the following instructions:

1. **Four** complete sets of operation and maintenance instructions covering all equipment furnished under Sections **40 and 46** requiring operation and maintenance manuals shall be delivered directly to Weston & Sampson Engineers, Inc, 100 International Drive, Suite 152, Portsmouth, NH 03801, Attention: Nicola Elardo

2. Submission and approval of each set of manuals is considered an integral part of furnishing and installing respective equipment or systems. Measurement for payment of equipment requiring an operation and maintenance manual will not exceed 92 percent, until the manuals meet the requirements of the contract documents.

3. Submit **four** copies of first draft volumes as required in Specification Sections 01 33 23.13 and 01 92 13. This first draft shall contain all currently available product data. One copy will be returned with comments.

4. Submit **four** copies of completed second draft volumes in final form 90 days prior to startup and after Physical checkout to include the additional requirements set forth in paragraph 1.07.R of Section 01 92 13 OPERATION AND MAINTENANCE MANUALS.

5. Submit **four** copies of the Final Operation and Maintenance Manuals as required in Section 01 78 00 PROJECT CLOSEOUT.

B. If the submittal is complete and does not require any changes, an acknowledgement (copy of transmittal) will be returned noting status. If the submittal is incomplete or does require changes, corrections, additions, etc., one copy of the submittal will be returned with a copy of transmittal noting status.

C. For systems requiring field adjustment and balancing, such as heating and ventilating, the Contractor shall submit separate test results and adjustment data on completion of the work, to be incorporated into the system manual.

D. The information included in the manual shall be as described in the individual specification sections, but as a minimum shall contain clear and concise instructions for operating, adjusting, lubricating and maintaining the equipment, an exploded assembly drawing, identifying each part by number and a listing of all parts of the equipment, with part numbers and descriptions required for ordering spare parts. Spare parts lists shall include recommended quantity and price.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

END OF SECTION

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SECTION 01 57 19

ENVIRONMENTAL PROTECTION

PART 1 – GENERAL

1.01 DESCRIPTION:

A. The work covered by this section of the specifications consists of furnishing all labor, materials, tools and equipment and performing all work required for the prevention of environmental pollution during and as a result of construction operations under this contract.

B. The requirements set forth in this section of the specifications apply to cross-country areas, river and stream crossings, and construction in and adjacent to wetlands, unless otherwise specifically stated.

C. Prior to commencement of work, the Contractor shall meet with representatives of the Engineer to develop mutual understandings relative to compliance of the environmental protection program.

1.02 RELATED WORK:

A. Section 00 31 43, PERMITS

B. Section 01 33 23, SUBMITTALS

1.03 SUBMITTALS:

A. The Contractor shall submit details and literature fully describing environmental protection methods to be employed in carrying out construction activities within 100 feet of wetlands or across areas designated as wetlands.

PART 2 - PRODUCTS

2.01 SILT FENCE:

A. The silt fence shall consist of a 3-foot wide continuous length sediment control fabric, stitched to a mesh backing, and stapled to preweathered oak posts installed as shown on the drawings. The oak posts shall be 1-1/4-inches by 1-1/4-inches (Minimum Dimension) by 48-inches and shall be tapered.

B. The silt fence shall be DOT Silt Fence PPDM3611, as manufactured by U.S. Silt & Site Supply/Getsco, Concord, NH, or approved equal.

C. Silt fence properties:

Physical Properties	Test Method	Minimum Value
Grab Strength, lbs.	ASTM-D-4632	124
Grab Elongation, %	ASTM-D-4632	15
Mullen burst, psi	ASTM-D-3786	300
Puncture, lbs.	ASTM-D-4833	65
Trapezoidal Tear, lbs.	ASTM-D-4533	65
UV Resistance2, %3	ASTM-D-4355	80@500 hrs.
AOS, US Sieve No.	ASTM-D-4751	30
Flow Rate, gal/min/sq ft	ASTM-D-4491	10
Permittivity,(1/sec)gal/min/sq ft	ASTM-D-4491	0.05 sec^{-1}

2.02 STRAW BALES:

A. Straw bales shall consist of certified seed free stems of agricultural grain and cereal crops and shall be free of grasses and legumes. Standard bales shall be 14-inches high, 18- inches wide and 36- to 40-inches long tied with polypropylene twine and weigh within 5 percent of 7 lbs. per cubic ft.

2.03 STRAW WATTLES:

Straw Wattles shall consist of a 100% biodegradable exterior jute or coir netting with 100% wheat straw interior filling as manufactured by GEI Works, Sebastian, Florida (Phone: 772-646-0597; website: www.erosionpollution.com), or approved equal.

PART 3- EXECUTION

3.01 NOTIFICATION AND STOPPAGE OF WORK:

A. The Engineer will notify the Contractor in writing of any non-compliance with the provisions of the Order of Conditions. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or its authorized representative at the site of the work, shall be deemed sufficient for the purpose. If the Contractor fails to act promptly, the Owner may order stoppage of all or part of the work through the Engineer until satisfactory corrective action has been taken. No claim for an extension of time or for excess costs or damage incurred by the Contractor as a result of time lost due to any stop work orders shall be made unless it was later determined that the Contractor was in compliance.

3.02 AREA OF CONSTRUCTION ACTIVITY:

A. Insofar as possible, the Contractor shall confine its construction activities to those areas defined by the plans and specifications. All land resources within the project boundaries and outside the limits of permanent work performed under this contract shall be preserved in their present condition or be restored to a condition after completion of construction at least equal to that which existed prior to work under this contract.

3.03 LOCATION OF STORAGE AREAS:

A. The location of the Contractor's storage areas for equipment and/or materials shall be upon cleared portions of the job site or areas to be cleared as a part of this project, and shall require written approval of the Engineer. Plans showing storage facilities for equipment and materials shall be submitted for approval of the Engineer.

B. No excavated materials or materials used in backfill operations shall be deposited within a minimum distance of one hundred (100) feet of any watercourse or any drainage facility. Adequate measures for erosion and sediment control such as the placement of baled straw around the downstream perimeter of stockpiles shall be employed to protect any downstream areas from siltation.

C. There shall be no storage of equipment or materials in areas designated as wetlands.

D. The Engineer may designate a particular area or areas where the Contractor may store materials used in its operations.

E. Storage areas in cross-country locations shall be restored to pre-construction conditions with the planting of native species of trees and shrubs.

3.04 PROTECTION OF LANDSCAPE:

A. The Contractor shall not deface, injure, or destroy trees or shrubs nor remove or cut them without written authority from the Owner. No ropes, cables, or guys shall be fastened to or attached to any existing nearby trees for anchorages unless specifically authorized by the Engineer. Excavating machinery and cranes shall be of suitable type and be operated with care to prevent injury to trees which are not to be removed, particularly overhanging branches and limbs. The Contractor shall, in any event, be responsible for any damage resulting from such use.

B. Branches, limbs, and roots shall not be cut except by permission of the Engineer. All cutting shall be smoothly and neatly done without splitting or crushing. When there is unavoidable injury to branches, limbs and trunks of trees, the injured portions shall be neatly trimmed and covered with an application of grafting wax or tree healing paint as directed.

C. Cultivated hedges, shrubs, and plants which could be injured by the Contractor's operations shall be protected by suitable means or shall be dug up, balled and temporarily replanted and maintained. After construction operations have been substantially completed, they shall be replanted in their original positions and cared for until growth is re-established. If cultivated hedges, shrubs, and plants are injured to such a degree as to affect their growth or diminish their beauty or usefulness, they shall be replaced by items of a kind and quality at least equal to that existing at the start of the work.

3.05 DISCHARGE OF DEWATERING OPERATIONS:

A. Any water that is pumped and discharged from the trench and/or excavation as part of the Contractor's water handling shall be filtered by an approved method prior to its discharge into a receiving water or drainage system.

B. Under no circumstances shall the Contractor discharge water to the areas designated as wetlands. When constructing in a wetlands area, the Contractor shall discharge water from dewatering operations directly to the nearest drainage system, stream, or waterway after filtering by an approved method.

C. The pumped water shall be filtered through filter fabric and baled hay, a vegetative filter strip or a vegetated channel to trap sediment occurring as a result of the construction operations. The vegetated channel shall be constructed such that the discharge flow rate shall not exceed a velocity of more than 1 foot per second. Accumulated sediment shall be cleared from the channel periodically.

3.06 DUST CONTROL:

A. During the progress of the work, the Contractor shall conduct its operations and maintain the area of its activities, including sweeping and sprinkling of streets as necessary, to minimize creation and dispersion of dust.

B. Calcium Chloride shall not be used for dust control within a drainage basin or in the vicinity of any source of potable water.

3.07 SEPARATION AND REPLACEMENT OF TOPSOIL:

A. Topsoil shall be carefully removed from cross-country areas where excavations are to be made, and separately stored to be used again as required. The topsoil shall be stored in an area acceptable to the Engineer and adequate measures shall be employed to prevent erosion of said material.

3.08 BALED HAY OR STRAW:

A. To trap sediment and to prevent sediment from clogging drainage systems, baled straw shall be used where shown on the drawings. Care shall be taken to keep the bales from breaking apart. The bales should be securely staked to prevent overturning, flotation, or displacement. All deposited sediment shall be removed periodically.

3.09 ERECTION AND MAINTENANCE OF SILT FENCE:

A. Where indicated on the drawings or where required by the Engineer, the Contractor shall erect and maintain a temporary silt fence. In areas designated as wetlands, the Contractor shall line the limits of the construction easement with a silt fence. The silt fence shall be used specifically to contain sediment from runoff water and to minimize environmental damage caused by construction.

3.10 STRAW WATTLES:

A. The wattles will be placed in a shallow trench (2-3 inches deep) and staked in the ground using wooden stakes driven at 4-foot intervals. The wooden stakes will be placed at a minimum depth of 24-inches into the ground.

B. The wattles shall be regularly inspected and before and after every forecasted major weather event. All deposited sediment shall be removed and not allowed to accumulate to the top of the wattles. Wattles damaged during construction shall be repaired or replaced as required by the Engineer at no additional cost to the Owner.

C. The Contractor shall remove all wattles after construction is completed.

END OF SECTION

SECTION 01 74 13

CLEANING UP

PART 1 - GENERAL

1.01 DESCRIPTION:

The Contractor must employ at all times during the progress of its work adequate cleanup measures and safety precautions to prevent injuries to persons or damage to property. The Contractor shall immediately, upon request by the Engineer provide adequate material, equipment and labor to clean up and make safe any and all areas deemed necessary by the Engineer.

1.02 RELATED WORK:

A. Section 00 72 00 GENERAL CONDITIONS

B. Section 01 11 00 CONTROL OF WORK AND MATERIALS

C. Section 01 14 00 SPECIAL PROVISIONS

D. Section 01 57 19 ENVIRONMENTAL PROTECTION

PART 2 - PRODUCTS

Not applicable

PART 3 - EXECUTION

3.01 DAILY CLEANUP:

A. The Contractor shall clean up, at least daily, all refuse, rubbish, scrap and surplus material, debris and unneeded construction equipment resulting from the construction operations and sweep the area. The site of the work and the adjacent areas affected thereby shall at all times present a neat, orderly and workmanlike appearance.

B. Upon written notification by the Engineer, the Contractor shall within 24 hours clean up those areas, which in the Engineer's opinion are in violation of this section and the above referenced sections of the specifications.

C. If in the opinion of the Engineer, the referenced areas are not satisfactorily cleaned up, all other work on the project shall stop until the cleanup is satisfactory.

3.02 MATERIAL OR DEBRIS IN DRAINAGE FACILITIES:

A. Where material or debris has washed or flowed into or has been placed in existing watercourses, ditches, gutters, drains, pipes, structures, such material or debris shall be entirely removed and satisfactorily disposed of during progress of the work, and the ditches, channels, drains, pipes, structures, and work shall, upon completion of the work, be left in a clean and neat condition.

3.03 REMOVAL OF TEMPORARY BUILDINGS, STRUCTURES AND EQUIPMENT:

A. On or before completion of the work, the Contractor shall, unless otherwise specifically required or permitted in writing, tear down and remove all temporary buildings and structures it built; shall remove all temporary works, tools and machinery or other construction equipment it furnished; shall remove all rubbish from any grounds which it has occupied; shall remove silt fences and hay bales used for trapping sediment; and shall leave the roads and all parts of the property and adjacent property affected by its operations in a neat and satisfactory condition.

3.04 RESTORATION OF DAMAGED PROPERTY:

A. The Contractor shall restore or replace, when and as required, any property damaged by its work, equipment or employees, to a condition at least equal to that existing immediately prior to the beginning of operations. To this end the Contractor shall do as required all necessary highway or driveway, walk and landscaping work. Materials, equipment, and methods for such restoration shall be as approved by the Engineer.

3.05 FINAL CLEANUP:

A. Before acceptance by the Owner, the Contractor shall perform a final cleanup to bring the construction site to its original or specified condition. This cleanup shall include removing all trash and debris off of the premises. Before acceptance, the Engineer shall approve the condition of the site.

B. Before acceptance by the Owner, the Contractor shall perform a final cleanup to bring the building to a "like new" condition. This cleanup shall include removing all trash and debris from the premises; sweeping and mopping of all floors; washing of all walls, windows and doors; cleaning and polishing of all finish metal surfaces; cleaning of all equipment, utilizing proper solvents for removal of oil and grease; cleaning of dirt and debris out of all mechanical and electrical cabinets; and all other related work required to render the building suitable for use. Before acceptance, the Engineer shall approve the condition of the building.

END OF SECTION

SECTION 01 75 00

STARTUP AND TESTING

PART 1 - GENERAL

1.01 WORK INCLUDED:

This section covers the startup and testing services required during the 16-hour test, as specified herein. It also includes provision of Propane Gas for the Owner at beneficial occupancy.

1.02 SYSTEM DESCRIPTION:

A. The Contractor shall perform a 16-hour test as specified herein.

B. The purpose of the 16-hour test is to provide a final operational checkout of all equipment prior to beneficial use by the Owner.

C. This test is not to be utilized as a general debugging of the system. All equipment shall be started, tested and calibrated prior to this test. This test shall include both manual and automatic operation as well as instrumentation interfacing.

D. As most components of the pressure filter plant are interrelated, substantial completion of the project shall not be certified until successful completion of the 16-hour test.

1.03 RELATED WORK:

A. Section 01 75 13, EQUIPMENT CHECKOUT AND TESTING

B. Divisions 1 through 46

1.04 SUBMITTALS: IN ACCORDANCE WITH REQUIREMENTS OF THE GENERAL SPECIFICATIONS, SUBMIT THE FOLLOWING:

A. Submit the following to the Engineer for approval two (2) weeks prior to commencement of the test:

1. Certification by a representative of the manufacturer that each piece of equipment has been installed properly and is ready for operation.

2. Certification by a representative of the equipment manufacturer that all equipment requiring calibration has been properly calibrated.

3. A schedule of testing, including staffing, and specific testing and operation of individual equipment items.

B. At the conclusion of the test, all information recorded during the test shall be forwarded to the Engineer.

1.05 SEQUENCING:

A. Startup, testing, operator training and other like services to be provided under the technical specifications sections of this specification are not to be performed during the 16-hour test without written authorization from the Engineer.

PART 2 - PRODUCTS

NOT APPLICABLE

PART 3 -EXECUTION

3.01 PREPARATION:

A. Prior to commencement of the testing, the Engineer shall be given three (3) days' written notice.

B. The Contractor shall complete a 4-hour short test for final debugging prior to the 16-hour test.

C. All disinfection as specified shall be completed prior to testing.

D. All telemetry equipment shall be operational prior to the 16-hour test.

E. All chemicals required for operation of the treatment plant shall be supplied by the Contractor and shall be available for this test.

F. The Engineer shall approve one of the following testing schedules:

1. Continuous 16-hours of testing.
2. Two (2) days of testing at 8 hours per day.

G. A minimum of four (4) hours of the 16-hour test shall be accomplished on standby power.

H. Neither filling of tanks nor startup and shutdown times shall be considered when calculating hours of testing.

3.02 TEST PROCEDURES:

A. It is the general responsibility of the Contractor to ensure that all equipment is completely operational throughout the test; to provide the Engineer with proper technical assistance as required to completely test all equipment and alarms; and to provide adequately trained personnel who can operate the pressure filter plant on an on/off basis so that no damage is

done to the equipment or the building, whether or not the Engineer or Owner are present during that portion of the test.

B. It is the general responsibility of the Engineer and Owner during the test period to direct the Contractors supervision of the testing of all water treatment equipment, with associated alarms and devices; to direct the Contractor in the operation of equipment to treat water as they deem necessary, and as required; and to conduct laboratory tests on the water as needed.

3.03 STOPPING OF TEST:

A. The Engineer shall stop the 16-hour test for any of the following reasons:

1. Failure of a critical treatment system, including:
   a. Filter Equipment
   b. Instrumentation Equipment
2. Failure of any of the above systems to operate on standby power.

B. If the test is stopped for any reason, the test shall be continued based on the following schedule:

Test Hours Completed	Restart Time
0-8 hours	0-hours
8-16 hours	8-hours

C. The Contractor shall pay all costs associated with the Owner and Engineer supervising additional testing as required.

3.04 EXPENDABLES:

A. The value of all chemicals furnished by the Owner and used during the test and to the date of beneficial occupancy by the Owner, shall be calculated by the Engineer and reimbursed by the Contractor to the Owner.

B. Unless otherwise indicated, the General Contractor shall be responsible for providing all fuel during construction and for providing a full tank of Propane Gas at no additional cost to the Owner, at beneficial occupancy.

3.05 OWNERS TRAINING SCHEDULE:

PROJECT DESCRIPTION: _____
LOCATION: _____

OWNER TRAINING SCHEDULE

The following is a minimum Owner training schedule based on a review of the Contract Documents. Where specifically allowed by the Resident Representative, and coordinated with the Owner, some of the training may be provided during the manufacturer's startup and testing program. This training schedule does not relieve the Contractor of its obligation to fully comply with the provisions of the Contract Documents. The training program does not relieve the Contractor of its obligation to provide all the startup, testing, debugging, and manufacturer's certifications required in these or other sections of the Contract Documents.

Section No.	Subsection	Description	Duration	Scheduled (date)	Completed (date)
01 75 13	*1.07.D.3*	*Each Piece of Equipment*	*See Specs.*	*As needed*	
01 75 00	*1.04.A*	*Sequencing*	*See Specs.*	*As needed*	
46 61 80	*3.11*	*Pressure Vessels*	*See Specs*	*Prior to 16-h*	

3.06 WATER QUALITY TESTING:

A. During the last 4 hours of the 16-hour test, the Contractor shall:

1. Obtain and pay for Water Quality Tests done in accordance with New Hampshire Department of Environmental Services (NHDES) standard reporting forms, approved methodology and applicable detection limits.

2. Pay for NHDES approved laboratory to provide sample bottles, obtain water samples, and perform the following water quality tests from the influent raw well water tap, and the effluent hydropneumatic tank.

Pump Station Influent:	Pump Station Effluent:
1. Bacteria	1. Bacteria
2. Iron	2. Iron
3. Manganese	3. Manganese
4. PFAS	4. PFAS
5. Chlorine	5. Chlorine
6. TOC	6. TOC
7. pH	7. pH
	8. Alkalinity

END OF SECTION

SECTION 01 75 13

EQUIPMENT CHECKOUT AND TESTING

PART 1 - GENERAL

1.01 DESCRIPTION:

A. The physical checkout and testing requirements in this Section are in addition to those requirements defined in the technical specifications.

1.02 RELATED WORK:

A. Section 01 75 00, STARTUP AND TESTING

B. Division 1 through Division 46.

1.03 DEFINITIONS:

A. Shop Testing is defined as testing that is performed by the manufacturer either at the place of manufacture, or the place of assembly, for the purpose of proving that the equipment meets the requirements of the technical specification(s).

B. Physical Checkout is defined as the process whereby the Contractor physically inspects products after they have been installed in the work, and certifies that the products have been properly and completely installed, and are ready for field testing.

C. Field Testing is defined as testing that is performed on products by the Contractor with the assistance of the manufacturer's representative, after the performance of physical checkout, for the purpose of proving that the tested products meet the specifications. While field testing can be described as "shop testing in the field", it may be required whether or not shop testing was performed on the product.

D. System Testing is defined as testing performed on a "system" normally comprised of two or more pieces of equipment, after physical checkout and field testing have been completed, for the purpose of proving that the system meets specifications. System testing is described in Section 01 75 00, STARTUP AND TESTING.

E. Manufacturer's representative, sometimes referred to as the Factory-Trained Service Technician, is defined as a person provided by the manufacturer, who is qualified by training and experience to provide technical and process related advice, and/or assistance, relating to the installation or utilization of the products provided by the manufacturer. Minimum training and experience shall include not less than three years participation in similar work, including no less than three similar projects during this three year period.

1.04 SHOP TESTING:

A. When required by the specifications, shop testing shall be performed prior to delivery of the equipment or material. If shop testing is not required by the technical specifications, provide shop testing as detailed in Paragraph 1.06. Provide a minimum of fifteen days written notice, indicating the time and place of testing. Submit the following to the Engineer for approval not less than fifteen days prior to this notice.

1. Description of the test - Outline how the tests will conform to the requirements of the specifications.

2. Testing devices that will be used in the tests - description must state how the devices will perform or what they will measure, and the device accuracy. Submit sample measurement results and catalog cuts.

3. Schedule for testing - schedule shall include frequency of measurements, personnel present, and contingency plans for equipment and/or test failure.

4. Test forms - submit samples of all forms used to record and report on shop test data. Forms shall include description of test, test date, equipment used, equipment tested, personnel present, equipment tag ID numbers, and measurements made. Forms shall have a place for signature by the chief testing person, and an officer of the manufacturer certifying that the tests results shown are true, accurate, have met the required criteria, and that the equipment will operate as indicated.

B. Submit the following to the Engineer within one week after completion of the tests.

1. Completed test forms for each device tested.

2. Completed certification.

3. A written summary of testing, reporting results.

4. A schedule for retesting, if necessary. Perform any retesting required to fulfill the specification test requirements at no additional cost to the Owner.

1.05 PHYSICAL CHECKOUT:

A. Physical checkout shall include the following, where applicable:

1. Verify exterior areas for backfill, grading, surfacing, drainage, landscaping, roadways, fencing, and gates.

2. Verify buildings for structure, masonry, architectural, mechanical systems, electrical/lighting, communications, and HVAC.

3. Verify concrete structures for structural integrity, finish tolerance, durability, appearance, embedded and inserted items, painting and surface applications.

4. Verify steel structures for member alignment, connection bolts torque, connection welds integrity, painting, fire proofing and surface applications.

5. Verify mechanical systems and items for setting, alignment and securing, check and adjust packing and seals, lubrication, drying out, drive connection and alignment including rotation and belt/chain tension, painting or surface applications, and tagging for project system.

6. Verify piping systems for material, size, components, direction, alignment of joints and bolts/welding, packing and seals, screens and filters and strainers, leak and pressure hydro tests, painting and color coding, hangers and anchors and expansion provision and supports, clean out of foreign matter and tagging for project system.

7. Verify electrical and control/instrumentation systems for conduit and tray installation, wire/cable material and size, circuit continuity and identification, voltage testing, ground continuity and testing, terminal installation and identification, jar switches and circuit breakers and transformers tested, substation operation tested, and tagging for project system.

8. Verify communication system including telephone, fire/smoke alarm, security, paging, closed circuit TV similar to electrical above.

9. Verify computer systems by station, function, network interface.

10. Each piece of equipment and system must be certified by the manufacturer's representative as described in subsection 1.07.

1.06 MINIMUM SHOP AND FIELD TESTING REQUIREMENTS:

If the technical specifications do not define shop and field testing requirements, the following requirements shall be acceptable.

A. Hydrostatic Testing

1. AWWA C600 standards are the minimum acceptable standards for all hydrostatic testing.

2. Visually inspect all welds prior to testing, for cracks, undercut on surfaces greater than 1/32-in deep, lack of fusion on surface, reinforcement greater than Table 127.2.2 located in ANSI B31.1, Power Piping, and incomplete penetration (when accessible). Repair or rework as required by the Engineer.

3. At no time during hydrostatic testing shall any part of the piping system be subjected to a stress greater than 90% of its yield strength at test temperature.

4. After at least 10 minutes of full hydrostatic test procedures, make an examination for leakage of all joints, connections, and all regions of high stress, such as around openings and thickness transition sections.

5. Unless otherwise specified, the minimum required hydrostatic test pressure shall be 1.5 times the design pressure as specified and as indicated.

6. Unless otherwise specified, the minimum pressure holding time shall be 10 minutes plus the time required to inspect for leakage.

7. Maximum pressure shall not exceed the maximum rated pressure for any component in the system being tested.

1.07 SERVICES OF THE MANUFACTURER'S REPRESENTATIVE:

A. Services of manufacturer's representatives shall be provided for equipment and systems specified in Divisions 1 through 46.

B. Contractor shall coordinate services of the various representatives to avoid overlap, thereby ensuring all work may be observed by the Engineer, and the Owner's operating personnel may receive all required training.

C. Contractor shall notify the Engineer in writing not less than ten working days prior to the visit of each manufacturer's representative.

D. Manufacturer's representative shall provide services specified in Divisions 1 through 46. As a minimum, the services shall include the following:

1. When each piece of equipment or system has been installed, including connection of permanent power and control, the equipment or system shall be started up and fully inspected, aligned and adjusted, including provision of lubrication and all pre-operative maintenance.

2. Each piece of equipment or system shall be complete in all respects. Omission of any required items shall be corrected. Lack of discussion in the specifications of components which are necessary to equipment operation will not be accepted as the basis for an extra charge.

3. At the time of the inspection the representative shall provide a minimum of two additional hours to train the Owner's operations personnel in the operation and maintenance of the equipment or system.

4. Upon completion of this work the manufacturer's representative shall forward a copy of the report of its inspection to the Engineer via the Contractor. The report shall be on a form suitable to the Engineer and shall detail the work completed, deficiencies noted and/or corrected, any special instructions, and the names of Owner's personnel who received training. It shall also certify that the installation

of the equipment or system is complete, ready for permanent operation, and free from any defects that would void the warranty.

5. Satisfactory certification of all individual equipment and systems must be received by the Engineer prior to the authorization to proceed with the overall start-up operation.

6. The manufacturer's representative shall return at a later date to supervise field tests, assist in start-up and perform any additional training required. Reports of these visits, specifically detailing the results of all field tests, shall be forwarded to the Engineer within 7 days of completion of the services.

1.08 CORRECTIONS TO THE WORK:

Correct any items of work failing to meet the specifications at no additional cost to the Owner. Correct the nonconforming items by re-work, modification, or replacement, at the option of the Engineer. Provide all required labor, materials, and retesting as specified herein, to verify that the equipment or system conforms to the specifications.

1.09 SAFETY:

Conduct all test procedures in compliance with all applicable safety standards and regulations.

END OF SECTION

SECTION 01 78 00

PROJECT CLOSEOUT

PART 1 - GENERAL

1.01 WORK INCLUDED:

A. This Section covers administrative and procedural requirements for closing out the project, including, but not limited to:

1. Project as-built documents

2. Checkout and Certification

3. Startup and Testing

4. Final Cleaning

5. Substantial Completion

6. Closeout Procedures

7. Final Completion

8. Correction/Warranty Period

B. Closeout checklist to be completed by the Engineer.

1.02 RELATED WORK:

A. General Requirements in their entirety.

B. Section 01 74 13, CLEANING UP

C. Section 01 75 00, STARTUP AND TESTING

D. Section 01 75 13, EQUIPMENT CHECKOUT AND TESTING

E. Division 2 through Division 46.

1.03 AS-BUILT DOCUMENTS:

A. Contractor shall maintain on site, separate from the documents used for construction, one set of the documents listed below, and as construction progresses, shall legibly record on these documents all changes made during construction.

1. Contract Drawings.

2. Specifications.

3. Addenda.

4. Change Orders and other Modifications to the Contract.

5. Reviewed shop drawings, product data, and samples.

6. Written interpretations and clarifications.

7. Field Orders.

8. Field test reports properly verified.

B. The draft and completed set of as-built documents shall be submitted to the Engineer and Owner in conformance with the requirements of Section 01 78 39.

1.04 CHECKOUT AND CERTIFICATIONS:

A. Prior to checkout and certifications the following tasks shall be completed:

1. Construction shall be complete. For this purpose, completion of construction is defined as follows:

a. The Contractor has completed construction and erection of the work in conformance with the Contract Drawings and Specifications.

b. The Contractor has installed and adjusted operating equipment, systems, or facilities, as applicable, as defined by the manufacturers' erection, installation, operation and maintenance instructions.

2. All shop drawings shall have final approval.

3. All shop tests shall be complete and approved test results submitted to the Engineer.

B. Refer to Section 01 75 13 for requirements regarding equipment checkout and certification.

1.05 START-UP AND TESTING:

A. Prior to start-up the following tasks shall be complete:

1. All checkout and certifications shall be satisfactorily completed,

2. All operations and maintenance manuals shall be approved,

3. All preliminary training by the manufacturer's representative shall be completed,

4. An approved start-up procedure shall be in place.

B. Refer to Section 01 75 00 for start-up and testing requirements.

1.06 FINAL CLEANING:

A. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion.

1. Clean the site, including landscape development areas of rubbish, litter and other foreign substances. Sweep paved areas broom clean; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to smooth, even textured surfaces.

2. Remove waste and surplus materials, rubbish, fencing equipment, temporary utilities and construction facilities from the site, unless otherwise required by the Engineer.

3. Comply with requirements of Section 01 74 13 CLEANING UP.

1.07 SUBSTANTIAL COMPLETION:

A. Substantial Completion is officially defined in the General and Supplementary Conditions. The date of substantial completion will be certified by the Engineer. This date will not be certified until the following requirements have been satisfied by the Contractor:

1. All Contract requirements are coordinated into a fully operational system. All individual units of equipment and treatment are fully operative and performing at specified efficiencies. Where efficiencies are not specified, performance shall meet acceptable standards for the particular unit.

2. All field tests have been satisfactorily completed and reports forwarded to the Engineer.

3. All final training has been completed by the manufacturers' representatives.

4. All spare parts and lubricants have been satisfactorily delivered to the Owner. Spare parts are for the exclusive use of the Owner when the facility has been turned over. Contractor is responsible for all maintenance and repair materials required until the facility is accepted by the Owner.

1.08 CLOSEOUT PROCEDURES:

A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and is complete in accordance with Contract Documents and ready for Engineer's and Owner's inspection.

B. Accompany Engineer and Owner on inspection to verify conformance with the Contract Documents. Prepare a punch list of work items that have been determined by inspection to not conform to Contract Documents. Punch list items shall include work items that are missing, incomplete, damaged, incorrect items, or improperly installed or constructed. The Contractor shall correct the punch list deficiencies by re-work, modifications, or replacement, as appropriate, until the items conform to the Contract Documents. The initial punch list shall be produced by the Contractor, with copies to the Engineer and Owner. When the Contractor has reduced the number of deficient items to a reasonable level, the Engineer will develop a definitive punch list for the use of the Contractor.

C. Provide submittals to Engineer that are required by governing or other authorities.

D. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due. The Contractor shall submit the following documents with or prior to Final Application for Payment: Set of as-built documents, Contract Completion and Acceptance Certificate, Consent of Surety to Final Payment, Release and Waiver of Liens and Claims (SECTION 01 78 00 – ATT. A), Affidavit of Payment of Debts and Claims, and remaining releases, waivers, warranties/guarantees, and all other data required by the Contract Documents.

1.09 FINAL COMPLETION:

A. Prior to final completion, the following tasks shall be completed:

1. All items in the punch list shall be completed.

2. All Contract closeout documentation shall be submitted to and accepted by the Engineer.

1.10 CORRECTION/WARRANTY PERIOD:

A. During the correction period, the Contractor shall correct all deficiencies in equipment and materials.

B. During the warranty period, the Contractor shall perform all corrective work on warranty deficiencies.

C. Corrective work will be identified by the Engineer or Owner, as appropriate. The Contractor will be notified of the item(s) requiring corrective work.

D. The Contractor shall begin work on all corrective work within ten days of being notified of the deficiency by the Engineer and shall then work continuously until the deficiency is corrected. Upon completion of the corrective work, the Contractor shall submit a letter report to the Engineer describing the deficiency and the corrective action that was taken.

E. The Contractor shall coordinate all corrective work with the Engineer and/or the Owner.

1.11 COMPLETION CHECKLIST:

A. The Project Completion Checklist, which follows, shall be completed as the project nears completion. When the project has been fully completed, Final Payment can be approved.

PROJECT COMPLETION CHECKLIST

Owner _____ Job No.

Project

As part of the project closeout, all items listed below must be checked off as being complete or otherwise accounted for. The person verifying completion of the item shall list the completion date and their initials.

Project Closeout Checklist		
	Date Completion Verified	Verified by
AS-BUILT DOCUMENTS HANDED OVER		
1. Contract Drawings		
2. Specifications		
3. Addenda		
4. Change Orders/Contract Modifications		
5. Reviewed Shop Drawings, Product Data and Samples		
6. Written Interpretations/Clarifications		
7. Field Orders		
8. Field Test Reports		
EQUIPMENT CHECKOUT AND CERTIFICATIONS		
1. Construction Complete per Drawings/Specifications		
2. Equipment Installed and Adjusted		
3. All Shop Drawings have Final Approval		
4. All Shop Tests Complete and Results Submitted		

Project Closeout Checklist		
	Date Completion Verified	Verified By
START-UP AND TESTING		
1. All Checkout and Certifications Complete		
2. All O&M Manuals Approved		
3. All Preliminary Training by Manufacturers Rep. Completed		
FINAL CLEANING		
1. All Construction Facilities Removed		
2. All Construction Debris Removed		
3. All Areas Swept/Cleared		
SUBSTANTIAL COMPLETION		
1. All Items Coordinated Into a Fully Operational System		
2. All Equipment Units Operational at Specified Efficiencies		
3. All Field Tests Completed and Reports Submitted		
4. All Final Training by Manufacturer's Rep. Completed		
5. All Spare Parts and Lubricants Provided		
CLOSEOUT PROCEDURES		
1. Written Certification Submitted that Work is Ready for Owner & Engineer Inspector		
2. Inspection by Owner, Engineer, Contractor completed		
3. Punch List of Nonconforming Items Prepared		
4. Documents Required by Governing or Other Authorities Submitted (List Them)		
5. Final Application for Payment Received		
6. Contract Completion and Acceptance Certificate Submittal		
7. Consent of Surety to Final Payment Submittal		
8. Release and Waiver of Liens and Claims Submitted		
9. Affidavit of Payment of Debts and Claims Submitted		

Project Closeout Checklist		
	Date Completion Verified	Verified By
10. Warranties/Guarantees Submitted		
11. Other Required Releases and Waivers Submitted (List Them)		
12. Permits Submitted (List Them)		
13. Weekly Payrolls Submitted as Required by Law		
FINAL COMPLETION		
1. All Items in Punch List Completed		
2. All Other Required Documentation Submitted (List It)		
CORRECTION/WARRANTY PERIOD		
1. Correction Period Start Date: _____ End Date: _____		
2. Specific Warranties Provided Item Warranty Duration		

Full name of persons signing their initials on this checklist:

_____

_____

_____

_____

_____

END OF SECTION

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SECTION 01 92 13

OPERATION AND MAINTENANCE MANUALS

PART 1 - GENERAL

1.01 SCOPE OF WORK:

A. This section includes procedural requirements for compiling and submitting operation and maintenance data required to complete the project.

1.02 RELATED WORK:

A. General Requirements in their entirety (Section 00 72 00 through Section 01 78 00)

B. Individual Technical Specification Sections Specific for Operation and Maintenance Data.

C. Section 01 33 23.13, SUBMITTALS FOR OPERATION AND MAINTENANCE MANUALS

D. Section 01 33 23, SUBMITTALS

1.03 FORMAT:

A. Prepare data in form of an instructional manual.

B. Binders: Commercial quality, 8 ½- x 11-inch three-ring binders with hardback, washable, plastic covers; two inch maximum ring size. When multiple binders are used, correlate data into related, consistent groupings. Provide a table of contents in each binder.

C. Cover: Identify each binder cover and spine with typed or printed title OPERATION AND MAINTENANCE INSTRUCTION; list title of Project facility; identify subject matter of contents.

D. Arrange contents by systems under section numbers and sequence of Table of Contents.

E. Provide tabbed flyleaf for each separate product and system, with typed description of product and major component parts of equipment.

F. Text: Manufacturer’s printed data, or typewritten date - on 20-pound paper.

G. Drawings: Provide with reinforced punched, binder tab. Bind in with text; fold larger drawings to size of text pages.

H. Submit certification that the data and drawings provided pertain exactly to the model, size, and series product and equipment installed in the work.

I. All documents will be electronically scannable.

J. All products, systems, and drawings must be cross-referenced with tag ID numbers.

K. The manual for each piece of equipment shall be a separate document with the following specific requirement:

1. Contents:

Table of Contents and Index

Brief description of each system and components

Starting and stopping procedures

Special operating instructions

Routine maintenance procedures

Manufacturer's printed operating and maintenance instructions, parts list, illustrations, and diagrams

One copy of each wiring diagram

One copy of each approved shop drawing and each Contractor's coordination and layout drawing

List of spare parts, manufacturer's price, and recommended quantity

Name, address and telephone number of local service representatives.

2. Material

Loose leaf on 60 pound, punched paper

Holes reinforced with plastic cloth or metal

Page size, 8 ½- x 11-inches

Diagrams, illustrations and attached foldouts as required, of original quality, reproduced by dry copy method

Covers: oil, moisture and wear resistant 9 x 12 size

1.04 QUALITY ASSURANCE:

A. Prepare instructions and data by personnel experienced in maintenance and operations of described products.

1.05 CONTENTS, EACH VOLUME (BINDER):

A. Table of Contents: Provide title of Contract, schedule of products and systems, indexed to content of the volume. A listing of all relevant tag ID numbers for each volume shall be placed immediately after the Table of Contents.

B. For each product or systems: List names, addresses, and telephone numbers of subcontractors and suppliers, including local source of suppliers and replacement parts.

C. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.

D. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams.

E. Text: As required to supplement product data, provide logical sequence of instructions for each procedure incorporating manufacturer' s instructions.

F. Warranties, Guarantees, and Bonds: Bind copy of each

G. See O&M Manual Review Checklist at end of this specification section.

1.06 MANUAL FOR MATERIALS AND FINISHES:

A. Building Products, Applied Materials, and Finishes: Include product data with catalog number, size composition, and color and texture designations. Provide information for re-ordering custom manufactured products.

B. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.

C. Moisture Protection and Weather Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.

D. Additional Requirements: As specified in individual product specification sections.

1.07 MANUAL FOR EQUIPMENT AND SYSTEMS:

A. Each Item of Equipment and Each System: Include description of unit or system and component parts. Identify function, normal operating characteristics and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and commercial number of replaceable parts.

B. Data submitted on all equipment shall include complete maintenance instructions (including preventive and corrective maintenance) and parts lists in sufficient detail to facilitate ordering replacements.

C. All products, systems, equipment, electrical wiring, instrumentation wiring, personnel protection systems wiring, presented in this manual will have tag numbers corresponding to contract drawings and specifications. In the event, numbers do not exist; the Engineer will specify a series of numbers.

D. Panelboard Circuit Directories: Provide electrical service characteristics, controls and communications.

E. Include color-coded wiring diagrams as installed.

F. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequence. Include regulation, control, stopping, shutdown, and emergency instructions. Include summer, winter and any special operating instructions.

G. Provide servicing and lubrication schedule, and list of lubricants required. Cross-reference lubricants to products offered by at least three major lubricant suppliers.

H. Include manufacturer's printed operation and maintenance instructions.

I. Include sequence of operation by controls manufacturer.

J. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.

K. Provide control diagrams by controls manufacturer as installed.

L. Provide Contractor's coordination drawings, with color-coded piping diagrams as installed.

M. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.

N. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.

O. Include test and balancing reports, calibration data, alignment records, and other information.

P. Additional Requirements: as specified in individual product specification sections.

Q. Provide a listing in table of Contents for design data with tabbed flysheet and space for insertion of data.

R. Incorporation of all Physical Checkout information obtained through the field-testing and correction phases of the Work. Input must be specific to the actions and information obtained during those phases.

1.08 SUBMITTALS:

A. Submit draft and final copies of operation and maintenance manuals as described in Section 01 33 23.13 SUBMITTAL OF OPERATION AND MAINTENANCE MANUALS.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

END OF SECTION

OPERATION AND MAINTENANCE MANUAL
REVIEW CHECKLIST

1. Name, address, telephone/fax number of the manufacturer	☐
2. Name, address, contact name, telephone/fax of local representative	☐
3. Name, address, telephone/fax number of the contractor	☐
4. Exploded view/general arrangement of materials of construction	☐
5. Description of operation/operating principal	☐
6. Project specific Operating parameters	☐
7. Wiring Diagrams (If Applicable)	☐
8. Troubleshooting checklist	☐
9. Recommended spare parts list with prices, and ordering instructions	☐
10. Model number and the serial number of the model provided	☐
11. Routine Maintenance instructions/service instructions with recommended Intervals	☐
12. Assembly and disassembly instructions	☐
13. Recommended lubricates and lubrication schedule.	☐
14. Approved copies of Shop Drawings are to be included in the manual	☐
15. Startup/break-in and adjustment instructions	☐
16. Warranty information	☐

Reviewed By: _____ Date: _____
Weston & Sampson Engineers

SECTION 40 05 13.73

PLASTIC PROCESS PIPE AND FITTINGS

PART 1 - GENERAL

1.01 WORK INCLUDED:

This section specifies all pipe and fittings used for distributing potable water.

1.02 RELATED WORK:

A. Section 40 05 23.73, INTERIOR PLASTIC VALVES AND APPURTENANCES

1.03 REFERENCES:

The following standards form a part of this specification and indicate the minimum standards required:

ASTM International (ASTM)

ASTM	D1784	Rigid Poly (Vinyl Chloride) (PVC) Vinyl Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds
ASTM	D1785	Poly (Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120
ASTM	D2464	Threaded Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80
ASTM	D2467	Socket-Type Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80
ASTM	D2564	Solvent Cement for Poly (Vinyl Chloride) (PVC) Plastic Pipe and Fittings

American National Standard Institute (ANSI)

ANSI	B1.20.1	Pipe Threads (Except Dryseal)
ANSI	B16.5	Pipe Flanges and Flanged Fittings

1.04 SUBMITTALS: IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 01 33 23 SUBMITTALS, SUBMIT THE FOLLOWING:

A. Shop drawings consisting of manufacturer's cuts or catalogs including descriptive literature, complete characteristics, and code requirements.

B. Written report certifying testing of all process plastic pipe.

PART 2 - PRODUCTS

2.01 POLYVINYL CHLORIDE PIPE AND FITTINGS:

A. Provide Class 12454-B polyvinyl chloride pipe for all pipes used for distributing potable water for treatment of potable water. All pipe shall be Schedule 80.

B. Provide flanged joints for all solution systems in each straight run of pipe, 25 feet apart, or as otherwise called for by the contract drawings.

C. All valve connections shall be flanged. Flanged union bolts and nuts shall be of Type 316 stainless steel.

D. Gasket seals between the flange faces should be Viton full flat-faced gasket 1/8-inch thick.

E. All potable water systems shall have solvent weld fittings unless otherwise directed by the Engineer.

2.02 FLEXIBLE PLASTIC CONNECTIONS:

A. All connections between potable water pumps and the rigid PVC pipe shall be of flexible plastic hose.

B. The hose shall consist of polyester braided reinforced tubing with a minimum rating of 150 psi.

PART 3 - EXECUTION

3.01 INSTALLATION:

A. Process Piping

1. No defective pipe or fittings shall be laid or placed in the piping, and any piece discovered to be defective after having been laid or placed shall be removed and replaced by a sound and satisfactory piece.

2. Pipes and fittings shall be subjected to a careful inspection and a hammer test if requested by the Engineer.

3. Each pipe and fitting shall be cleared of all debris, dirt, etc., before being laid and shall be kept clean until accepted in the completed work.

4. Flanged joints shall be made up tight, care being taken to prevent undue strain upon pump nozzles, valves, and other pieces of equipment.

5. Pipe and fittings shall be laid accurately to the lines and grades indicated on the drawings or as required by the Engineer. Care shall be taken to ensure good alignment both horizontally and vertically.

6. Immediately prior to being set, castings shall be thoroughly cleaned of all rust, scale and other foreign material.

3.02 TESTING:

A. Water and Solution Piping

1. All solution piping shall be tested for water tightness. The Contractor shall furnish and install all necessary pressure pumps, pipe connections, gauges and other equipment, and all labor and water required.

2. Except as otherwise required by the Engineer, all pipelines shall be given combined pressure and leakage tests in sections of approved length. The Contractor shall furnish and install suitable temporary testing plugs or caps; all necessary pressure pumps, pipe connections, meters, gates, and other necessary equipment; and all labor required. The Owner or Engineer may monitor the tests using their own gages.

3. Subject to approval and provided that the tests are made within a reasonable time considering the progress of the project as a whole, and the need to put the section into service, the Contractor may make the tests when it desires.

4. The section of process pipe to be tested shall be filled with water of approved quality, and all air shall be expelled from the pipe. If hydrants and blowoffs are not available at high points for releasing air, the Contractor shall make the necessary taps at such points, including required excavation and backfilling, and shall plug said holes after completion of the test.

5. The section under test shall be maintained full of water for 24 hours prior to the combined pressure and leakage test being applied.

6. The pressure test shall consist of first raising the water pressure (based on the elevation of the lowest point of the section under test corrected to the gauge location) to a pressure in pounds per square inch numerically equal to the pressure rating of the pipe. If the Contractor cannot achieve the specified pressure and maintain it for a period of one hour, the section shall be considered as having failed to pass the pressure test.

7. If the section fails to pass the pressure test, the Contractor shall do everything necessary to repair or replace the defective pipe, fitting, or joint, all at this own expense and without extension of time for completion of the work. Additional tests and repairs shall be made until the section passes the specified test.

8. If, in the judgement of the Engineer, it is impracticable for any reason to exactly follow the foregoing procedure, modifications in the procedure shall be made as required and approved, but in any event the Contractor shall be responsible for the ultimate successful performance of the line within the above pressure requirements.

END OF SECTION

P:\NH\Derry, NH\ENG24-0825 Centennial Estates PFAS Treatment Design\04-Specifications\Division 40- Process Integration\SECTION 40 05 13.73 - Plastic Process Pipe & Fittings.docx

SECTION 40 05 23.73

INTERIOR PLASTIC VALVES AND APPURTENANCES

PART 1 - GENERAL

1.01 WORK INCLUDED:

This section specifies the furnishing and installation of all plastic process valves and appurtenances used for potable water as indicated on the drawings and as specified herein. All valves should **open counterclockwise** unless otherwise indicated.

1.02 RELATED WORK:

A. Section 40 05 13.73, PLASTIC PROCESS PIPE AND FITTINGS

1.03 REFERENCES:

The following standards form a part of this specification and indicate the minimum standards required:

ASTM International (ASTM)

ASTM	D1784	Rigid Poly (Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds.
ASTM	D1785	Poly (Vinyl Chloride) (PVC) Plastic Pipes, Schedules 40, 80, and 120.
ASTM	D2464	Threaded Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80.
ASTM	D2467	Socket-Type Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80.

1.04 SUBMITTALS: IN ACCORDANCE WITH REQUIREMENTS OF SECTION 01 33 23 SUBMITTALS, SUBMIT THE FOLLOWING:

A. Shop drawings consisting of manufacturer's cuts or catalogs including descriptive literature, complete characteristics, and code requirements.

B. Written report to the Engineer certifying testing of all plastic valves and motor operated valves.

C. Operation and maintenance manuals for each item supplied.

D. Warranties as specified.

PART 2 - PRODUCTS

2.01 POLYVINYL CHLORIDE (PVC) BALL VALVES:

A. Provide PVC ball valves as manufactured by ASAHI/America, Medford, MA; NIBCO, Inc., Elkhart, IN; or approved equal.

B. All ball valves shall be of the flanged model with one-piece capsules and shall open counterclockwise. Valves shall be rated for 150 psi at 120 degrees F.

C. Full face gaskets having a 50 to 70 durometer "A" hardness shall be used.

D. Ball valve bodies shall be constructed of PVC, with Teflon seats and Viton seals.

E. Contractor shall insure that ball valves are compatible with the piping used as specified under Section 40 05 13.73 PLASTIC PROCESS PIPE AND FITTINGS.

PART 3 - EXECUTION

3.01 INSTALLATION:

Install all valves and appurtenances in accordance with manufacturer's recommendations.

3.02 TESTING:

A. Test all valves for operation accuracy and leakage at joints in an approved manner after installation.

B. Supply all necessary pressure pumps, pipe connections, gauges and other equipment, and all labor and water required to perform the tests. Test pressures shall equal working pressures.

END OF SECTION

SECTION 40 91 00

FIELD INSTRUMENTS AND EQUIPMENT

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK:
A single Instrumentation and Control System Supplier shall furnish and install field instruments and equipment as shown on the Drawings and indicated herein. Instrumentation and Control System Supplier shall calibrate, configure, test and start-up the instrumentation specified herein.

1.02 SUBMITTALS TO THE ENGINEER:
In accordance with Sections 01 33 23.

1.03 TESTING AND START-UP:
In accordance with Section 01 75 00.

1.04 WARRANTY:

A. All instrumentation shall be warranted for one year from final acceptance of the system. The warranty shall include the immediate (within 24 hours) response to emergency calls affecting treatment plant operations including problems and questions regarding equipment, software, and programming.

B. Warranty shall be in accordance with Divisions 01, 40 and 46.

PART 2 - PRODUCTS

2.01 GENERAL:

A. All the equipment shall be the manufacturer's latest proven design. Specifications and drawings call attention to certain features, but do not purport to cover all details entering into the design of the instrumentation and control system. The completed system and the equipment furnished by the Contractor shall be compatible with the functions required.

B. Components shall be finished to the manufacturer's standard for the service intended unless otherwise indicated in the specifications or on the drawings.

C. All electrical components of the system shall operate on 120-volt, single-phase, 60-Hertz current, or 24 VDC except as otherwise noted in the specifications.

D. All necessary fuses or switches required by the instrumentation manufacturer for their equipment shall be provided with the equipment. All instruments requiring an external power supply shall have a labeled ON-OFF switch.

E. Provide all required piping, connections, hangers, supports, etc., required for the instrumentation and equipment, unless specified to be provided by Others.

F. The Drawings and Specifications indicate the energy sources that will be provided. Any other devices necessary to obtain proper operation of the instrument system from these energy sources shall be furnished with the instrumentation.

G. The Instrumentation and Control System Supplier shall provide and install all instrument cable as needed between instrumentation system equipment components, unless otherwise indicated.

H. Nameplates shall be attached to all field-installed units.

I. All field-mounted instrumentation utilizing 4-20 mA signals shall be furnished with an appropriately sized local surge arrester at each end of the line. The surge arrestor shall be adequate for the intended function and shall be by a nationally recognized manufacturer with a minimum of 3-years' experience in the manufacturer of such devices. Submit selected model and backup information for review and acceptance by the Engineer. Surge arrestor shall be manufactured by Transtector, Phoenix Contact, or equal.

J. Instrumentation shall be installed per instrumentation construction standards and details, manufacturers recommended practices in accordance with the process, mechanical, instrumentation and electrical drawings and specifications. Instrumentation shall be suitable for the application and the environment. Equipment shall be pre-calibrated. Provide all field calibration as required to verify correct operation. Review calibration ranges during shop drawing submittal with Engineer. All instrumentation shall be factory calibrated, bench checked, and field calibrated in accordance with ISA Standards and Practices. Equipment shall be suitable for use with the process fluid, when applicable.

2.02 PRESSURE MEASURING DEVICES:

A. Differential Pressure Indicating Transmitter (PIT)

1. Pressure transmitter shall have the following specifications: solid state, piezo-resistive sensing, total performance accuracy of 0.5%, ¼-inch NPT ANSI process connection (inline pipe), instrument isolation and drainage, 4 to 20 mA DC output signal, adjustable dampening, 24 VDC loop powered, NEMA 4X housing, 316L SS and/or Hastelloy for wetted parts, calibration units psid, local indicator (with digital readout, range and calibration), and stainless-steel tagging.

2. Provide recommended stainless steel mounting hardware and valve manifold supplied by pressure transmitter vendor for installation in accordance with the Drawings.

3. Instrument range shall be 0 to 120 psig.

4. Differential Pressure Indicating Transmitter shall be Dwyer Series 629C, or equal.

2.03 INSTRUMENT WIRING REQUIREMENTS:

1. Provide 1" C.,2/C#16TSP from Differential Indicating Pressure Transmitter to existing control cabinet analog input 4, or equal.

2.04 SPARE PARTS AND TEST EQUIPMENT:

A. The Contractor shall provide the manufacturer's standard spare parts kit, with each part packed in a container and labeled.

B. For all instruments, the Contractor shall provide supplies to perform at least one year of manufacturer's recommended maintenance and calibration.

PART 3 - EXECUTION

3.01 GENERAL:

A. All instrumentation shall be installed in accordance with state and local building and electrical codes, general instrumentation practices, and manufacturer's requirements. All equipment shall be fully tested and calibrated. All instrumentation shall operate in accordance with the design intent. Provide documented record drawings. The Engineer shall review all instrumentation and controls at the time of startup, and all corrections made by the Contractor as required.

B. The ranges and field connections shall be verified by the Engineer and Instrumentation and Control System Supplier during the submittal process.

C. The Contractor shall plan and execute the installation so that the facility will be able to always meet its discharge permit. Submit a plan prior to construction.

3.02 START-UP AND TESTING:

A. In accordance with Specification Divisions 01, 40 and 46.

B. A start-up checklist and procedure for the instrumentation and controls system shall be prepared and submitted to the Engineer for approval prior to final start-up.

C. For each make/model instrument, provide services to calibrate, start-up, and test instruments and train operations staff. Provide written certification that the instrument has been installed, calibrated, started-up and tested in accordance with manufacturer's recommendations. Training for each instrument may be provided during start-up visit if coordinated with the Owner and Engineer at least two weeks prior to start-up.

D. Additional start-up, testing and training requirements are described in Section 40 95 00.

END OF SECTION

SECTION 40 95 00

PROCESS CONTROL STRATEGIES

PART 1 - GENERAL

1.01 DESCRIPTION:

A. General Requirements and Definitions

1. Provide all labor, materials, equipment, operations, methods, and procedures as indicated in the Contract Documents, together with all items necessary for or incidental to the completion of the work.
2. All systems indicated in the Contract Documents shall mean all necessary supervision, labor, equipment, and materials required to provide complete, properly functioning systems.
3. Refer to Mechanical Drawings to coordinate material and equipment locations.
4. The Instrumentation and Control System Supplier shall provide all hardware, software, engineering installation supervision and all required and specified startup and checkout services in connection with the Instrumentation and Control System including Owner training. The Instrumentation and Control System shall include all materials, software, labor, tools, and documentation required to furnish, install, test and place in operation a complete and operable instrumentation and control system as shown and/or specified.

B. Work Included

1. Furnish, install, configure, and program new instrumentation as described and specified herein and as shown on the Contract Drawings. Provide connection to control, status indication, and alarm annunciation equipment as described herein.
2. Modify existing Control Panels as noted in the Specifications and as shown on the Drawings.
3. Coordinate with the manufacturers of supplied equipment for specific instrumentation and control requirements. Installation and wiring of instrumentation shall be in accordance with manufacturer's recommendations.
4. Any deviation in instrumentation or electrical materials or methods caused by requirements of the supplied equipment will be provided at no additional cost to the OWNER.
5. Furnish and install all transducers, converters, terminals, transformers, interposing or pilot relays (for both new and existing equipment), signal transmitters, signal splitters/boosters, uninterruptible power supplies, power supply connections and other miscellaneous instrumentation required to make a complete system.

6. Furnish analog signal conditioning isolators between field instruments and control panels to protect analog signals from noise, surges, and ground loops.
7. Furnish and install all vendor or manufacturer cables and appurtenances between primary instruments and the transmitters, receiving instruments or destination terminals. All methods, materials and supplies will meet the requirements of Division 40 and 43.
8. The General Contractor shall furnish and install all sleeves, bolts, inserts, equipment mounting hardware and other items to be attached to or imbedded in concrete and masonry work.
9. Provide start-up, testing and training for the entire instrumentation and control system including all new instruments and control panels.
10. Upon completion of the project, the Instrumentation and Control System Supplier shall provide one separate 8-hour working day on-site (not including travel time) to be used upon demand of the Owner within the first year's operation. This time shall be used for service calls (not related to warranty or deficiencies in the Contract work), modifications to programming and software configuration.

C. Related Work Specified Elsewhere

1. Section 40 91 00 – Field Instruments and Equipment
2. Process drawings

1.02 FUNCTIONAL DESCRIPTION AND EQUIPMENT:

A. General

1. The instrumentation and control system at Centennial Estates is a currently existing Pump Control panel, which will be modified to incorporate a new differential pressure transmitter for system pressure safety.

2. The instrumentation and control system functional descriptions provide a narrative of critical control functions and user display requirements. Any auxiliary devices such as lightning/surge protectors, relays, timers, signal isolators, signal converters etc., which are necessary to perform the functions specified and are not shown shall be provided as incidental to the project for reliable and secure operation of the instrumentation and control system.

3. Adjustments of the process variables, pump setpoints, pump on/off control or operating sequences for all pumps, valves, transducer, and related process shall be possible from the PLC via the local OIT (operator interface terminal) software.

B. Process Control System – General

1. The control system is currently functional, and modifications outside of those required to integrate the work described herein are not included.

2. All alarms generated from analog inputs shall have operator adjustable setpoints and time delays. All alarms generated from discrete inputs shall have operator adjustable time delays.
3. All analog signals for process instrumentation shall be monitored for out-of-range or signal failure. When the signal input is below 4 mA or above 20 mA, a signal failure alarm shall be annunciated.
4. A disagreement alarm shall be configured for each piece of equipment for which a running status feedback is provided. Configure the disagreement alarm to annunciate when a pump or other equipment is called to run and no running status feedback is received within a set time delay, adjustable 0 to 60 seconds.
5. The operator shall be able to enable/disable each alarm at the control panel OIT.

C. Well Pump

The existing control system controls pump speed proportional to atmospheric tank level. The addition of a differential pressure sensor shall serve to monitor pressure differential across the cartridge filter and as an interlock for the pump to prevent damage to the distribution system.

Monitoring/Alarms at OIT:

a. Differential Pressure Indication and Trend
   i. Provide capability for scaling of transducer from 0 – 999 psi
b. Change Bag Filter
c. Pressure High Alarm
d. Pressure High-High Alarm

Alarm	Control Action	Differential Value (PSI)
High-High	Pump Interlock	35
High	Alarm	27
Warning (Change Filter)	Alarm	20

PART 2 – PRODUCTS

Not Applicable

PART 3 - EXECUTION

3.01 START-UP AND TESTING:

A. In accordance with Specification Division 1.

3.02 TRAINING:

A. In accordance with Specification Division 1.

END OF SECTION

SECTION 46 61 80

ION EXCHANGE (IX) RESIN ADSORPTION VESSEL SYSTEM

PART 1 - GENERAL

1.01 WORK INCLUDED

A. The work of this specification section includes all labor, materials, tools, and equipment required to coordinate with the Pressure Filter Vendor and install the vertical pressure filter system for PFAS removal using ion exchange resin media, including testing and start-up.

1.02 RELATED WORK

A. Section 46 61 81.2, ION EXCHANGE RESIN FILTER MEDIA

B. Section 40 91 00, FIELD INSTRUMENTS AND EQUIPMENT

C. Section 40 95 00 PROCESS CONTROL STRATEGIES

1.03 SUBMITTALS

A. Shop drawings, details, data sheets, and other descriptive drawings and material may be required to fully describe the equipment proposed and verify conformance with the contract documents.

B. All submittals shall be complete, neat and orderly. The submittals shall include the following as applicable:

1. Shop drawings showing interconnections of the components in the system, including but not limited to the following:
   - Piping drawings (not schematics)
   - Wiring diagrams (if applicable)
   - Equipment arrangements
   - Design loads
   - Design calculations
   - Operating and shipping weight for filter(s) and related equipment
   - Installation and erection details
   - Locations of conduits, anchor bolts, equipment pads, etc.

2. Descriptions of each piece of equipment specified.

3. Description of operation and control of equipment.

4. Four (4) copies of operation and maintenance requirements for the overall system.

C. Submittals which are partial or incomplete will be returned by the Engineer without review until submitted in accordance with the above.

1.04 REFERENCES

A. The following documents form a part of this specification, as referenced:

American Society for Testing and Materials (ASTM)

ASTM A53/A53M-18 – Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless

ASTM A153 – Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware

ASTM A385 – Practice for Providing High-Quality Zinc Coatings (Hot-Dip)

ASTM B633 – Specification for Electrodeposited Coatings of Zinc on Iron and Steel

American Society of Mechanical Engineers (ASME)

ASME Section VIII, Division 1 – Boiler and Pressure Vessel Code

ASME/ANSI B16.5 – Standards for Pipes and Fittings

American Water Works Association (AWWA)

AWWA B604 – Standards for Granular Activated Carbon

AWWA C653-13 – Disinfection of Water Treatment Plants

National Science Foundation (NSF)

NSF/ANSI 61 – Drinking Water System Components – Health Effects

ANSI/AWWA B604 Standard for Granular Activated Carbon.

ANSI/AWWA C653-13 Standard for Disinfection of Water Treatment Plants.

ANSI/NSF 61-2017 and Addendum 1.0 Drinking Water System Components – Health Effects.

1.05 PRODUCT HANDLING AND DELIVERY

A. All materials and equipment shall be stored, handled and installed in such a manner as not to degrade quality, serviceability or appearance. The equipment shall be stored in a clean, dry location free from construction dust, precipitation and excess moisture and shall receive all maintenance considerations required by the manufacturer for proper storage of the equipment.

1.06 RESPONSIBILITY FOR EQUIPMENT

A. The Contractor shall furnish, install, test, and place in satisfactory operation all mechanical equipment, instruments, controls, and associated control panel(s), monitoring devices, appurtenant process equipment, piping, solenoid operated valves, control instrumentation and equipment, and accessories. Coordinate all Work of the Pressure Filter Vendor in order to guarantee a complete, operational, and satisfactory system.

B. Contractor shall bear responsibility for the process and control of the system. Contractor shall coordinate the Work of the Filter Vendor's service personnel during construction, testing, start-up, calibration, demonstration, acceptance of the system, and operator training.

1.07 QUALITY ASSURANCE

A. The filter system shall have ten (10) years of history of use in municipal drinking water facilities in North America with a minimum of twenty (20) installations.

PART 2 – PRODUCTS

2.01 GENERAL

A. All equipment shall be constructed of corrosion-resistant metal or synthetic materials or be protected with corrosion-resistant coatings as specified hereinafter and/or as approved by the Owner.

B. Like components of equipment specified herein shall be the product of one manufacturer in order to achieve standardization for operation, spare parts and manufacturer's services.

C. All wetted parts shall be NSF/ANSI 61 certified.

2.02 ACCEPTABLE MANUFACTURERS

A. The Ion Exchange resin (IX resin) filter system shall be furnished by a single manufacturer, AdEdge Water Technologies, Duluth, GA, or approved equal. Contract drawings were generated using dimensions and general system layout for the use of an AdEdge Treatment System, model MODPFx-1447EX-6-MVH-LL.

B. If the Contractor proposes an or-equal product the Contractor shall bear the responsibility for design modifications needed to modify the process layout as shown on the contract documents. Information for proposed substitutions shall include, as a minimum, the following information:

1. An unpriced proposal indicating the complete scope of work being proposed and containing an itemized list of all deviations or exceptions to the specifications, structural configuration drawings and details.

2. Process and Instrumentation Drawings in sufficient detail to acquaint the Engineer with the concept, and in conjunction with the other sections of the brochure, the operation of the proposed system.

3. Any additional information necessary for total evaluation of its proposed system.

4. Submittals not containing sufficient material to permit proper evaluation of the equipment or product will not be considered.

C. It is the intent of these specifications that the IX Resin pressure filters specified in this section shall be furnished as part of a coordinated system supplied by a single manufacturer so that undivided responsibility for a complete and operating system is assured. The pressure filter manufacturer shall be the coordinating supplier of the IX Resin pressure filter system.

D. The pressure filters shall be specifically designed to provide treatment for per- and poly-fluoroalkyl substances (PFAS) removal of well water. Design of the system shall assume the use of ion exchange resin as specified in Section 46 61 82 ION EXCHANGE RESIN FILTER MEDIA.

E. Contractor shall furnish all field assembly bolts and anchor bolts and install per manufacturer's instructions. All field assembly bolts, and anchor bolts, nuts and washers shall be hot dip galvanized stainless steel in conformity with ASTM A153 and A385, unless otherwise recommended by the manufacturer.

2.03 FUNCTIONAL REQUIREMENTS

A. System Operation: The modular system shall be designed to remove PFAS from raw groundwater utilizing an ion exchange process.

B. A bag filter shall be located ahead of the ion exchange system. The bag filter(s) shall be mounted on a steel support frame with common piping and valving.

C. Systems shall be designed to run in series with two stages (lead/lag design).

D. Treatment media shall be an ion exchange resin with selectivity for PFAS removal.

E. The system shall not be backwashed. Instead, canisters will be periodically replaced (based on water quality and treatment goals) to ensure compliance with federal, state, and local regulations.

2.04 EQUIPMENT

A. Composite fiberglass vessel:

1. Composite fiberglass vessels shall be 100% fiberglass construction with polyethylene inner shell and shall meet the following requirements:

a. Maximum operating temperature: 150° F (flanged), 120° F (threaded)
b. Safety factor: 4:1
c. Minimum burst at 600 psi
d. Tested to 100,000 cycles without leakage
e. Vessels shall be equipped with a SCH80 PVC hub and lateral underdrain system designed to uniformly collect filtered water and distribute backwash water, if applicable.
f. Vessels shall be provided with integral support base.
g. Non-Code

2. Design Requirements - The pressure filters shall be furnished to meet the following requirements:

a. Design rate of flow per vessel – 6.67 gpm (20 gpm maximum allowable)
b. Filter empty bed contact time per vessel at design rate of flow – 2.5 minutes (minimum)
c. Vessel design pressure – 150 psi
d. Normal Operation Pressure Drop per vessel – 5 psi

3. Distribution Head: Noryl exchange head with:

a. Two (2) 1 – inch hose barb connections
b. One (1) 1 – inch NPT fill port
c. EPDM O-Rings

B. SYSTEM VALVES

1. Process Valves:

a. True union ball valves shall be Sch 80 PVC, NSF/ANSI 61 listed, full port design, with reversible PTFE seats and double o-ring stem seals. Valves up to 2-inch size shall have socket and threaded end connections. Valves shall be by Hayward or equal.

b. True union check valves shall be Sch 80 PVC, NSF/ANSI 61 listed, full port design, plastic ball in square cut seat and EPDM seals. Valves up to 2-inch size shall have socket and threaded end connections. Valves shall be by Hayward or equal.

c. Throttling Valves: Throttling valves shall be installed to provide throttling of the effluent of each train for flow balancing.

- Diaphragm type
- Materials: PVC body conforming to ASTM D1784, EPDM diaphragm, glass filled polypropylene upper body.
- Operation: Manual with lockable handle, 150 psi at 68° F.
- Mounting: Flanged or socket ends.
- Manufacturer: Georg Fischer 514, 317 or Engineer approved equal

C. SYSTEM INSTRUMENTATION

A. Inline Flow Meters:

1. General: Inline flow meter shall be installed on each train's outlet

2. Specification:

a. Type: Variable Area Flow Meter
b. Accuracy: ±3.6% of full scale flow
c. Pressure Range: 0-150 psi
d. Metering Tube: Machine Cast Acrylic
e. Internal Components: 316L Stainless Steel
f. Inlet/Outlet Fittings: Vertical NPT, PVC material
g. Manufacturer: King or Engineer approved equal

D. Pressure Gauges:

1. General: Pressure gauges for the pressure vessel system shall be installed on each vessel and in the common hydraulic panel located on the pre-filter support frame

2. Specification:

a. Type: Glycerin-filled 2.5" dial, ¼-inch NPT connection
b. Materials: Brass or 316SS internals; 304SS case
c. Accuracy: ±2.5% of full scale
d. Output: Local reading only
e. Pressure Range: 0-150 psi
f. Manufacturer: WIKA or Engineer approved equal

2.09 MECHANICAL COMPONENTS

A. PVC Piping, Fittings and Flanges:

1. Piping: Schedule 80 PVC: IPS, ASTM D1785

2. Fittings: Schedule 80 PVC, ASTM D2467

3. Pipe Threads: ASTM F1498, ANSI B1.20.1

4. Flanges:

a. Type: Van-Stone, 2-holed
b. Bolt hole pattern: ANSI B16.5, ASTM D4024
c. Material: ASTM D1784, PVC Cell Classification 12454-B
d. Mounting: ANSI Class 150

2.04 FABRICATION

A. All welded joints which will be fully or partially submerged shall be sealed watertight with continuous welds.

B. To the maximum extent possible, the internal components of each pressure filter tank shall be shop fabricated.

C. Shop fabrication work shall include complete installation of the underdrain system.

D. All welding work associated with each filter tank including tank fabrication, tank support rails, and provisions for accessories shall be completed in the shop before shop painting.

E. All bolted connections that involve dissimilar metals (dissimilar flange to flange or dissimilar bolt to flange) shall be supplied with bolt isolation kits to prevent galvanic corrosion.

F. Sharp corners of cut or sheared edges which will be submerged when the filter is in operation shall be dulled by at least one pass of a power grinder to improve paint adherence.

PART 3 - EXECUTION

3.01 WARRANTY

A. The Vendor shall warranty all supplied equipment and parts for a period of one year following date of start-up against defects in materials and workmanship. The Vendor shall replace defective parts at no additional cost for the entire warranty period.

B. In addition to specific warranty requirements specified above, obtain, in Owner's name, the standard written Vendor's warranty of all materials furnished under this section where such warranty is offered in the Vendor's published literature. These warranties shall be in addition to, and not in lieu of, other liabilities which Vendor may have by law.

C. All equipment and components shall be guaranteed against fault in design, defective or improper material, poor workmanship, and failure from normal usage for a period of time proposed by Vendor.

D. Warranties listed under individual components which exceed the time limitations of standard agreement shall be performed at no additional cost to the Owner.

E. Contractor is responsible for obtaining and submitting Vendor warranties described herein.

3.02 DELIVERY & COORDINATION WITH GENERAL CONTRACTOR

A. The Contractor is responsible for coordinating the delivery schedule for the pressure vessel system and media with the elected vendor. The Contractor and vendor shall agree, in writing, to a mutually agreeable delivery date. Delivery shall be scheduled to reduce long term on-site storage prior to installation. Under no circumstances shall equipment be delivered to the site more than one month prior to installation without written authorization from the Owner. A copy of the written agreement shall be provided to the Owner within 3 business days.

B. The Contractor is responsible for any costs associated with storing the filters and associated equipment until the agreed delivery date.

C. Once the items arrive onsite, the Contractor is responsible for materials handling and installation. The Contractor will provide equipment and personnel to assist in unloading all items delivered to site.

3.03 INSTALLATION

A. All field assembly bolts, anchor bolts, nuts and washers shall be hot-dip galvanized stainless steel in conformity with ASTM A153 and A385 or zinc plated in conformity with ASTM B633, type GS.

B. Installation shall be in accordance with the vendor's recommendation as applicable to this specific job and as approved by the Engineer.

C. All materials and equipment shall be transported and installed in a neat, workmanlike manner.

D. All wiring of the equipment shall be as specified by the contract documents.

E. All equipment specified herein shall be installed in accordance with the manufacturer's recommendations and in the Filter Vendor's drawings as approved by the Engineer.

F. Where anchor bolts and other parts to be embedded are required, such parts shall be furnished in advance of the equipment, along with templates and instructions for their installation. Such installation shall be as directed by the contract documents.

G. Following installation of the vessels and valve trees, disinfection of the filter (paragraph 3.05 this specification), and with the approval of the Engineer, proceed with installation of the new filter media. Install the media under the direction of the filter media supplier's representative, and in accordance with ANSI/AWWA B604 latest edition, in accordance with these specifications and the project plans, and the manufacturer's installation, operation, and maintenance instructions.

3.04 CLEAN UP

A. Prior to start-up and field testing, remove all foreign matter from the filters, equipment, inside of the control panels, interconnecting piping and chemical lines. Clean spillage of lubricants used in servicing the system from all equipment and concrete surfaces.

3.05 DISINFECTION OF FILTER AND PRE-MEDIA LOADING SAMPLES

A. The Contractor shall provide all labor and materials required to disinfect each filter vessel prior to installation of the media. Only products approved by AWWA for the disinfection of potable water shall be used to disinfect the filters and the product shall be calcium or sodium hypochlorite. All filter disinfection shall be performed in accordance with ANSI/AWWA C653. The Contractor is cautioned to use extreme care in the use of the chlorine product.

B. Prior to media loading and at the conclusion of filter installation Work, and as soon as water is available, each filter shall be thoroughly disinfected in accordance with the requirements of AWWA C653 (Disinfection of Water Treatment Plants).

C. Preceding the loading of media and after the disinfection procedure is completed, water quality shall be tested for total coliform. Two or more samples shall be taken from the vessel a minimum of 30 minutes apart and shall be tested for the presence of total coliform bacteria in accordance with the *Standard Methods for the Examination of Water and Wastewater*. If none of the samples show the presence of total coliform bacteria, loading of media can proceed. If any samples show the presence of total coliform bacteria, one of the following procedures shall be followed before placing the unit or facility in service.

1. Take repeat samples of all locations at least 24 hours apart until two consecutive samples do not show the presence of total coliform bacteria.

2. Chlorinate the unit or facility in accordance with Section 4.4 of AWWA C653-20 and resample. If a disinfected facility is not immediately returned to service, any delay should be evaluated to determine if the water quality may have been adversely impacted and if additional testing is warranted. Test results should confirm that the water quality is appropriate for distribution.

3.06 APPROVAL

A. Contractor shall submit a certified statement of confirming installations are in accordance with manufacturer's instructions, Contract Documents, and associated regulatory requirements and receive an approval receipt from the Engineer prior to startup of the system.

3.07 STARTUP AND TESTING

A. The Contractor shall perform an 16-hour test as specified herein.

B. The purpose of the 16-hour test is to provide a final operational checkout of all equipment prior to beneficial use by the Owner in accordance with Section 01 75 00 Startup and Testing.

C. This test is not to be utilized as a general debugging of the system. All equipment shall be started, tested and calibrated prior to this test. This test shall include both manual and automatic operation as well as instrumentation interfacing.

D. As most components of the PFAS treatment plant are interrelated, substantial completion of the project shall not be certified until successful completion of the 16-hour test and DES approval.

E. Submittals:

1. Submit the following to the Engineer for approval two (2) weeks prior to commencement of the test:

   a. Certification by a representative of the manufacturer that each piece of equipment has been installed properly and is ready for operation.

   b. Certification by a representative of the equipment manufacturer that all equipment requiring calibration has been properly calibrated.

   c. A schedule of testing, including staffing and operator training, and specific testing and operation of individual equipment items.

2. At the conclusion of the test, all information recorded during the test shall be forwarded to the Engineer.

F. Sequencing:

1. All instrumentation shall be tested and approved prior to 16-hour test.

2. Startup, testing, operator training and other like services to be provided under the technical specifications sections of this specification are not to be performed during the 16-hour test without written authorization from the Engineer.

G. Preparation:

1. Prior to commencement of the testing, the Engineer shall be given three (3) days' written notice.

2. All disinfection as specified shall be completed prior to testing.

3. All telemetry equipment shall be operational prior to the 16-hour test.

H. Test Procedures:

1. It is the general responsibility of the Contractor to ensure that all equipment is completely operational throughout the test; to provide the Engineer with proper technical assistance as required to completely test all equipment and alarms; and to provide adequately trained personnel who can operate the pressure filter plant on an on/off basis so that no damage is done to the equipment or the building, whether or not the Engineer or Owner are present during that portion of the test.

2. It is the general responsibility of the Engineer and Owner during the test period to direct the Contractors supervision of the testing of all water treatment equipment, with associated alarms and devices; to direct the Contractor in the operation of equipment to treat water as he deems necessary, and as required; and to conduct laboratory tests on the water as needed.

I. Stoppage of Test:

1. The Engineer shall stop the 16-hour test if failure of critical treatment equipment (Cartridge or IX resin filters) is identified.

2. If the test is stopped for any reason, the test shall be continued based on the following schedule:

Test Hours Completed	Restart Time
0-8 hours	0-hours
8-16 hours	8-hours

3. The Contractor shall pay all costs associated with the Owner and Engineer supervising additional testing as required.

3.11 TRAINING

A. Operator training shall be provided for a minimum of two 8-hour days (not including travel time) for the overall IX resin pressure Vessel System.

B. The Contractor shall schedule operator training with the Owner and Engineer a minimum of 7 days in advance.

3.12 SPARE PARTS

A. Provide one special tool kit to contain special size wrenches, screwdrivers, and other tools

necessary for assembly, disassembly, aligning, and calibrating of equipment.

B. Provide one (1) spare pressure relief valve, consistent with provided equipment.

C. Provide one (1) spare pressure gauge consistent with provided equipment.

D. Provide one (1) distribution head consistent with provided equipment.

E. Provide forty (40) spare bag filters of manufacturer supplied brand.

END OF SECTION

\\wse03.local\WSE\Projects\NH\Derry, NH\ENG24-0825 Centennial Estates PFAS Treatment Design\04-Specifications\Division 46- Water and Wastewater Equipment\SECTION 46 61 80 ION EXCHANGE (IX) RESIN ADSORPTION VESSEL SYSTEM.docx

SECTION 46 61 82

ION EXCHANGE RESIN FILTER MEDIA

PART 1 - GENERAL

1.01 WORK INCLUDED:

A. This section specifies the ion exchange resin (IX Resin) filter media to be furnished and installed as described herein.

1.02 QUALITY ASSURANCE AND WARRANTY

A. IX Resin filter media product shall have five (5) years of history of use in municipal drinking water facilities in North America with a minimum of ten (10) installations.

B. The IX Resin filter media shall be sampled and analyzed in accordance with ANSI/AWWA standards prior to shipment to the Project site. The sample shall be analyzed by an ASTM E329-14a certified independent testing laboratory to verify that the filter media conforms to the requirements of this Section.

C. At a minimum, the samples shall be analyzed for sieve size distribution, effective size, uniformity coefficient, abrasion, apparent density, and FCC water extractables. Submit a report to the Engineer, prepared and certified by the testing laboratory documenting the results of each analysis.

1.03 REFERENCES

The most current versions of the standards listed below shall be followed.

1. ANSI/NSF 61-2017 and Addendum 1.0 Drinking Water System Components – Health Effects.

2. ANSI/NSF 60-2017 Drinking Water Treatment Chemicals – Health Effects.

3. ASTM E329-18 Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection

1.04 SUBMITTALS:

The following shall be provided by the Contractor:

A. Filter media technical data sheets, safety data sheets, pressure drop curve, bed expansion curve, and media life expectancy based on filter influent water quality.

B. Manufacturer’s installation, operation, and maintenance manual for the filter media.

C. Furnish proof that media complies with qualifications and test results as described in this specification.

1.05 QUANTITIES:

A. The Contractor shall furnish the following quantity of IX Resin media. The Contractor shall provide the quantity of media to allow for a minimum of **2.5** minutes of empty bed contact time (EBCT).

Description	Quantity
IX Resin Media per Vessel	3.25 Cubic Feet
Number of Vessels	6
Total Quantity IX Resin	19.5 Cubic Feet

PART 2 – PRODUCTS

2.01 PRODUCT SPECIFICATION – ION EXCHANGE RESIN

The Contractor shall furnish 100% virgin Ion Exchange Resin Media for the specified IX Resin vessels. The IX Resin shall meet the following specifications:

A. The ion exchange resin media shall be PFA694EBF by Purolite, King of Prussia, PA; Calres 2301 by Calgon Carbon, Coraopolis, PA; or an approved equal.

B. The IX Resin product designated by the Contractor as the material to be supplied for this bid shall have five (5) years of history of use in municipal drinking water facilities in North America with a minimum of ten (10) installations. Contractor shall submit references.

C. The IX Resin shall be manufactured in a facility certified to conform to the Management System Standard: ISO 9001:2000 or later quality standards and at the specific plant or site holding such certification. A copy of the valid certificate must be submitted with bid, with the understanding by all parties that ANSI/NSF assures the IX Resin against toxicological hazards only. ISO 9001:2000 or later certification assures the IX Resin of consistent conformance to stated product quality and standards listed in the specifications.

D. The IX Resin shall conform to the requirements of the NSF/ANSI 61 Drinking Water System Components – Health Effects standard.

E. The IX Resin shall comply with the requirements for IX Resin as defined by 21 CFR Subpart A Section 173.25 Ion Exchange Resin.

F. The IX Resin shall be capable of treating for the removal of per- and poly-fluoroalkyl substances (PFAS).

G. Product as packaged shall meet the following specifications:

Description	Value
Total Exchange Capacity (eq/L), min.	0.51
Effective size, mm	0.55 - 0.75
Uniformity Coefficient, max.	1.3 – 1.9
Linear Velocity Operable Range (GPM/ft^2)	6-18

H. The Certificate of Analysis shall certify that the IX Resin sample shipped to the site is in full compliance with the specifications stated herein. Failure to comply shall be considered nonresponsive and the IX Resin shall be rejected.

PART 3 - EXECUTION

3.01 INSTALLATION OF FILTER MEDIA

A. The Contractor shall install the media under the direction of the filter media supplier's representative, involving coordination with the filter manufacturer and Engineer as needed, and in accordance with the latest ANSI/AWWA standards, in accordance with these specifications and the project plans, and the manufacturer's installation, operation, and maintenance instructions. Installation of media shall occur post disinfection of the system/filter vessels in accordance with AWWA standard C653-20.

3.02 WATER QUALITY

A. The Contractor shall review the filter influent quality and the specific requirements of these specifications. The Contractor shall guarantee that the media supplied hereunder will consistently produce a filter effluent containing PFHxS, PFHpA, PFOA, PFOS, PFNA, PFDA below 2 ng/L, for each compound, for 10,000 bed volumes.

B. Filter Influent Water Quality: Influent filter water quality is provided in the attached document.

3.03 MEDIA CONDITIONING

A. Filter media shall be conditioned to ensure a balanced effluent pH of 6.5, an alkalinity breakthrough of at least 40 ppm (measured as $CaCO_3$), or as otherwise recommended by the manufacturer.

B. Contractor shall be responsible for furnishing all equipment necessary for conducting the initial media conditioning/backwashing of the filter vessels, including providing means for collection and disposal of backwash water, if disposal at the project site cannot be accommodated by the Owner/Engineer/NHDES.

3.04 WATER QUALITY TESTING:

A. During the 16-hour test, the Contractor shall collect all necessary water quality samples, including the following:

Pump Station Influent:

1. Bacteria
2. Iron
3. Manganese
4. PFAS
5. Chlorine
6. TOC
7. pH

Pump Station Effluent:

1. Bacteria
2. Iron
3. Manganese
4. PFAS
5. Chlorine
6. TOC
7. pH
8. Alkalinity

3.05 MANUFACTURER'S SERVICES

A. The Contractor shall supply a factory trained field service representative to supervise the installation of the filter media. In addition, the field service representative shall instruct the owner's personnel in the proper operation and maintenance of the filter media. As a minimum, the manufacturer's field service representative must be available for one (1) day per filter for media installation supervision, as well as start-up services including initial backwash and media conditioning.

END OF SECTION

Water Quality Summary 2021 - 2024																			
Collect Date	1/5/2021	5/4/2021	7/7/2021	10/13/2021	1/4/2022	4/5/2022	8/3/2022	9/23/2022	10/4/2022	1/10/2023	4/5/2023	6/23/2023	8/28/2023	8/29/2023	10/2/2023	1/10/2024	2/27/2024	4/2/2024	7/9/2024
Alkalinity (as CaCO3)							48					46							
Arsenic (III)							ND												
Bromodichloromethane				0.8											1.1				
Bromoform				3.1			0.8								0.9				
Calcium												33.4							
Chloride							102												
Chlorodibromomethane				2.7			0.8								2.3				
Chromium VI							0.001												
Fluoride							ND												
Hardness (Total Hardness as CaCO3)							93					108							
Iron							0.251												
Magnesium												6							
Manganese							0.035												
Nitrate	4.7	5.1	4.1	4	3.5	3.3	2.8		3.1	5.8	5.5		11.6	4.3	4.3	4.2		4.4	2.3
PFBA																	4.18		
PFBS																	4.98		
PFHpA																	4.37		
PFHpS																	ND		
PFHxA																	10.2		
PFHxS	ND	ND	ND			ND		ND	ND	ND	ND		2.1			ND	1.88	ND	
PFNA	ND	ND	ND			ND		ND	ND	ND	ND		ND			ND	0.611	ND	
PFOA	10.4	12.1	10.5			14.4		10.5	9.95	11.4	11.2		13.1			12.8	14.5	14.07	
PFOS	2.08	ND	ND			ND		2.17	ND	ND	ND		2.26			2.11	2.2	ND	
PFPeA																	9.58		
pH							6.25												
Sodium							54.4												
Sulfate							12												
Total Dissolved Solids												410							
TTHMS				6.6											4.3				
Uranium				3															

##.# Exceedance with DES MCL, Signed into law on July 23, 2020 under NH House Bill 1264

Exceedance with EPA MCL as of April 2024